



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI

BID
OF

Name _____

Address _____

FOR
CONSTRUCTING OR IMPROVING
IFB 9 – 100430M
DISTRICT – 8
TIME AND MATERIAL
PROJECT AND SERVICE CALL MECHANICAL SERVICES
VARIOUS SPRINGFIELD AREA DISTRICT MISSOURI LOCATIONS

**INVITATION FOR
BID (IFB) FORM**

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
1320 CREEK TRAIL DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-100430M
DATE:	April 13, 2010
PAGE NO.	<u>1</u> NO. OF PAGES <u>8</u>

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS IFB WILL BE RECEIVED AT THIS OFFICE LOCATED AT 1320 CREEK TRAIL DR., JEFFERSON CITY, MO UNTIL:

3:00 PM LOCAL TIME; April 30, 2010

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B.
MISSOURI DEPARTMENT OF TRANSPORTATION**

F.O.B. Destinations

Various Springfield Area District locations
as described herein

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER: Clayton Hanks Clayton.Hanks@modot.mo.gov **BUYER TELEPHONE:** 573-522-9565

SUPPLIES OR SERVICES

**The purpose of this solicitation is to establish a term time and materials price agreement for:
Commercial Mechanical Service (Hourly Labor).
Supplies necessary to complete Mechanical Service Calls and Projects.
Mechanical Service Project Work Plan.**

Prices must be submitted on the pricing pages of this solicitation and shall remain in effect through May 2011.

MHTC Standard Bid/Proposal Provisions, General Terms & Conditions and Special Terms and Conditions shall apply.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email: _____	Type/Print Name _____
	Title: _____

Notice to Contractors

Sealed Bids from local contractors for time and material commercial mechanical work for various Springfield Area District locations will be received by the MoDOT, Central Office; Facilities Management located, 1320 Creek Trail Drive, Jefferson City, MO until 3:00 PM local time, April 30, 2010. Contractors Official forms, and information may be obtained at http://modot.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm or by contacting Clayton Hanks at Clayton.Hanks@modot.mo.gov or 573-522-9565.

SCOPE OF WORK

Project and service calls for commercial mechanical services may be required in the MoDOT Springfield Area District-8 which includes the Missouri Counties of Hickory, Polk, Dallas, Laclede, Greene, Webster, Wright, Christian, Douglas, Stone, Taney, and Ozark.

1.1. Contractual Requirements – General

- 1.1.1. The contractor shall provide mechanical work for the Department of Transportation (MoDOT) at various buildings which may include Springfield Area District- 8 Springfield Office and its various locations in the Missouri Counties of Hickory, Polk, Dallas, Laclede, Greene, Webster, Wright, Christian, Douglas, Stone, Taney, and Ozark, in accordance with the provisions and requirements specified herein. The contractor shall provide commercial mechanical services on an as-needed, if-needed basis: (1) on an “hourly work” basis, and/or (2) on a “mechanical project” basis as described below. The contractor shall understand and agree that MoDOT cannot guarantee any amount of services that may be required.
- 1.1.2. “Mechanical Service Calls” shall be defined as “hourly work” as occasional assistance of one (1) or more persons on a temporary basis.
- 1.1.3. “Mechanical Project” shall be defined as a project involving Mechanical services during the Price Agreement period that shall include but may not be limited to relocation, renovation, and/or installation of Mechanical systems. Services provided may include adding service/components to accommodate relocation, reconfiguration of existing Mechanical systems, and providing testing and balancing associated Mechanical systems in MoDOT buildings located in the specified counties.

1.2. Contractual Requirements – Performance

- 1.2.1. The contractor must provide qualified personnel to provide Commercial Mechanical services in a manner satisfactory to and acceptable by MoDOT.
- 1.2.2. The contractor must provide skilled, experienced Mechanical craftsman directly employed and supervised by the contractor and shall agree and understand that any and all Mechanical services performed pursuant to the Price Agreement must be performed by and under the supervision of such Mechanical craftsman.
- 1.2.3. Any person providing mechanical services pursuant to the Price Agreement, including the Mechanical craftsman, shall be subject to the approval of MoDOT.
- 1.2.4. The contractor’s workmanship shall meet or exceed the current ASHRAE standards, BOCA codes, International Mechanical Codes, NEC, NFPA, SMACNA standards, manufacturer’s recommendations, and other current jurisdictional codes as required.
- 1.2.5. Since each Mechanical service may differ in specific detail, the contractor shall familiarize himself/herself and perform work in a professional manner, so as to coincide with each building system.
- 1.2.6. Unless otherwise specified herein, the contractor shall provide all tools, equipment, building materials, and supplies necessary for performing the Mechanical services specified herein. However, MoDOT reserves the right to furnish some building materials.
- 1.2.7. Prior to performing any mechanical services pursuant to the Price Agreement, the contractor’s employees must sign-in/sign-out daily with the MoDOT Building Manager or his/her designated representative.
- 1.2.8. The MoDOT project coordinator or designee reserves the right to observe and witness any and/or all mechanical work performed pursuant to the Price Agreement.

- 1.2.9. The contractor shall provide services during regular time as well as overtime.
- 1.2.10. Hourly Work Requirements: If requested by MoDOT, the contractor shall provide one (1) or more persons to provide “Mechanical Services” on a temporary, hourly work basis.
- 1.2.11. The contractor must provide Mechanical services **within ten (10) working days** after receiving notification from MoDOT of the need for such services.
- 1.2.12. In cases that are identified as an **emergency** by the Building Manager of his/her representative, Mechanical service response shall be **within one (1) hours** after receiving notification for the Springfield Area District Office. This response time is required around the clock every day of every year.
- 1.2.13. Contractor may not assign their obligation to another company.
- 1.2.14. MoDOT reserves the right to perform any of the work described in this agreement with its own employees.
- 1.2.15. This shall not restrict MoDOT to use this particular contractor in subsequent projects bid out to General Contractors. MoDOT reserves the right to bid out service projects, based on project size, cost effectiveness, time-constraints, etc. when necessary to obtain best value.

1.3. Mechanical Project Requirements (less than \$25,000)

- 1.3.1. If a Mechanical service need is considered a “Mechanical Project”, MoDOT shall notify the contractor of the Mechanical work required and of a general description of the project. The contractor shall agree and understand that service projects may include but not necessarily be limited to, any of the services described in the general requirements and/or any of the following requirements:
- Remove/add/relocate/extend diffusers/grilles/troffers and associated ductwork as required.
 - Remove/add/relocate thermostats/controls and associated wiring/tubing as required.
 - Remove/add/relocate/repair other mechanical services as required.
 - Remove/add/relocate/repair domestic water lines/sanitary sewer lines.
 - Remove/add/relocate/repair plumbing fixtures.
 - Remove/add/relocate/repair other plumbing services as required.
- 1.3.2. By no later than one (1) calendar week after notification by MoDOT, the contractor must inspect the job site of the service project and must provide MoDOT with a written work plan which, at a minimum, contains the following information:
- The services and materials required to complete the service project.
 - The number of hours required to complete the service project.
 - A guaranteed not-to-exceed price for completing the service project utilizing the firm, fixed prices stated on the Pricing Page and the applicable classifications.
 - A complete list of parts and/or materials (not including tools and equipment) needed to complete the service project.
 - The contractor may be required to provide design documentation (blueprints) as a portion of the written work plan and “as built” drawings.
 - MoDOT will supply recommended form.

- 1.3.3. MoDOT shall review the work plan and shall have the right to request modifications, changes, or additional elaboration to the written work plan in order to ensure successful completion of the service project according to MoDOT's needs. MoDOT reserves the right to accept or reject all or any portion of the contractor's written work plan. In addition, MoDOT reserves the right, after viewing the contractor's written work plan, to bid out the "service project" when necessary to obtain best value.
- 1.3.4. If the contractor's written work plan is accepted, the MoDOT Building Manager or his/her designated representative shall sign the work order releasing the contractor approval to proceed with the service project. The contractor shall not begin providing the Mechanical services until written approval to proceed is received from MoDOT.
- 1.3.5. By no later than the date specified in each work plan, after receiving written approval to proceed in the form of a purchase order from MoDOT, the contractor shall provide the mechanical services as approved in the written work plan.
- 1.3.6. The contractor shall agree and understand that MoDOT shall have the right to make changes in the requirements of a service project (size, configuration, etc.) prior to and during the contractor's work on the service project.
- 1.3.7. If MoDOT notifies the contractor of such changes, the contractor must submit a written change order to MoDOT if there are any changes to the approved written work plan as a result of MoDOT's changes in the requirements of the service project (e.g. types of mechanical services, number of hours of each type of Mechanical service, the guaranteed not-to-exceed price, parts and/or materials, time frames for completion of the service project).
- 1.3.8. The contractor must again receive MoDOT's written approval signature on the change order before proceeding with the changes specified in the change order before deviations from the approved written work plan on that particular service project shall be allowed.
- 1.3.9. Upon completion of a service project, MoDOT project coordinator shall inspect the service project and notify the contractor of the acceptability of the completed service project and verify the completion date. If the service project is not acceptable to MoDOT, the contractor shall take corrective action as determined necessary by MoDOT project coordinator.
- 1.3.10. The contractor may invoice the department for the development of a work plan pursuant to the requirements of this document where approval to proceed is not provided within a reasonable time frame, typically sixty calendar days. Such price shall not exceed \$100.00.

1.4. Requirements – Other

- 1.4.1. Price Agreement: A binding price agreement shall consist of: (1) this IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) MoDOT's acceptance of the bid by "notice of award letter. All Exhibits and Attachments included in this IFB shall be incorporated into the contract by reference.
- 1.4.2. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, and/or services, the contractor must receive authorization in the form of a purchase order from MoDOT's Buildings Operations Supervisor or his/her designated representative prior to any services being performed.

- 1.4.3. Any change to the Price Agreement, whether by modification and/or supplementation, must be accomplished by a formal change order signed and approved by and between the duly authorized representative of the contractor and MoDOT or by a field work-order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from MoDOT, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the Price Agreement.
- 1.4.4. Price Agreement Period: The Price Agreement shall remain in effect through May **2011**. The Price Agreement shall not bind, nor purport to bind, MoDOT for any contractual commitment in excess of the original Price Agreement terms. If agreed upon by both parties, the Price Agreement may be extended for up to two, one-year periods. If extended, all terms and conditions, requirements, pricing, and specifications of the Price Agreement shall remain the same and apply during the renewal period.

PRICE PAGES

Mechanical Service Work - The bidder shall provide a firm fixed price in the tables below, for regular time and overtime, for providing Mechanical services in Hickory, Polk, Dallas, Laclede, Greene, Webster, Wright, Christian, Douglas, Stone, Taney, and Ozark Counties.

Work hours will include, travel time to the work site only (up to one hour), with no travel time allowed on the return trip. Travel time will begin when contractor leaves for proposed work site.

The Offeror shall provide a single firm fixed price for any or all the mechanical services classifications of position/trade stated in the tables below for providing mechanical services in accordance with the requirements of this document. **All costs** associated with providing the required services shall be included in the stated prices.

Hickory County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Polk County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Dallas County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Laclede County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Greene County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Webster County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Wright County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Christian County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Douglas County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Stone County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Taney County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Ozark County

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Shop Fabrication Work

Classification /Trade	Hourly Rate Regular Time	Hourly Rate Overtime x1.5	Hourly Rate Holiday x2
Sheet Metal Worker	\$ _____	\$ _____	\$ _____
Pipe fitter	\$ _____	\$ _____	\$ _____
Plumber	\$ _____	\$ _____	\$ _____
Skilled Laborer	\$ _____	\$ _____	\$ _____

Parts and Materials - The Bidder shall provide a single firm fixed percentage over the actual net cost for any parts and materials required for service calls and projects.

<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/> %
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This line item will be heavily weighted in determining the lowest best price principal of award; up to 50%.

Award of this bid will be made on an "Item By Item" basis using the "lowest and best" principle of award (county by county or county groupings and or skill or labor class) which may result in multiple awards. Multiple awards may be issued to ensure ample capacity to accomplish MoDOT's needs.

Furthermore, contractors may be limited to specific counties or groupings of counties based solely on the contractor's physical business location (i.e. distance from proposed work site). This bid opportunity is restricted to contractors that maintain their business location inside of the Springfield Area District 8 (Hickory, Polk, Dallas, Laclede, Greene, Webster, Wright, Christian, Douglas, Stone, Taney, and Ozark).

Prices and percentages bid on in the pricing pages shall remain in effect through May 2013.

Authorized Signature of Offeror: _____

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- d. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
- 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

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- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

- (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- | | |
|---|---|
| a. General Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. A bid bond for this bid opportunity shall not be required.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following counties: Hickory, Polk, Dallas, Laclede, Greene, Webster, Wright, Christian, Douglas, Stone, Taney, and Ozark. The Annual Wage Order #16 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

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Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid will be made on an "Item By Item" basis using the "lowest and best" principle of award (county by county or county groupings and or skill or labor class) which may result in multiple awards. Multiple awards may be issued to ensure ample capacity to accomplish MoDOT's needs.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

OSHA Construction Safety

- a. Program. Missouri law, 292.675 RSMo, requires the Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

*** NOW IN EFFECT ***

"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. (See Sections 290.550 through 290.580 RSMo).

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please
Print)

Service-Disabled Veteran's Signature

Service-Disabled Veteran Business Name

Missouri Address of Service-Disabled Veteran
Business
