

**INVITATION
FOR BID (IFB)
FORM**

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-110701
DATE	May 24, 2011

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS IFB, WILL BE RECEIVED AT THIS OFFICE UNTIL

3:00 PM LOCAL TIME; July 1, 2011

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 Missouri Locations

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER: Clayton Hanks **EMAIL:** Clayton.Hanks@modot.mo.gov

TELEPHONE: 573-522-9565

The purpose of this Invitation For Bids (IFB) is to establish Time-and-Material (T&M) Price Agreement(s) (PA) for the possible procurement of supplies and services that may be necessary for **data network installation** on the basis of labor hours at specified fixed hourly rates (include direct and indirect labor, overhead, and profit), and material at cost or with an acceptable markup rate. The pricing that is being solicited under this IFB are for services to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

The bidder must provide their supplies firm fixed price multiplier in the table below on this page. See the Pricing Explanation under Bidder Requirements, Paragraph 3.F and 3.G which may be used as an example for completing this pricing section.

Percentage of actual cost for supplies: ____ . ____
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The bidder must provide their hourly rate firm fixed price multiplier in the attached pricing page table. See the Pricing Explanation under Bidder Requirements, Paragraph 3, which may be used as an example for completing this pricing section.

Award of this bid in the form of purchase order(s) will be made using the "lowest and best" principle of award which may result in awards to more than one contractor.

Price Agreement Period: The resulting Price Agreement(s) will remain in effect through August 30, 2012. If agreed, the Price Agreement(s) may be extended for up to two, one-year periods. If extended, all terms and conditions, requirements, and pricing shall remain the same and apply during the renewal period.

In compliance with the above Invitation For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

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

Is your firm MBE certified? Yes No **Is your firm WBE certified?** Yes No

BIDDER REQUIREMENTS

1. INSTRUCTIONS

- A. Make bids, upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Invitation for Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that the bid is received on time.

2. PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Commission, that they have sufficient means and experience in the types of work called for to ensure completion of the agreement in a satisfactory manner.

3. PRICING EXPLANATION

- A. Bidders must state their hourly rates in terms of price per hour of work corresponding to each occupational title that may be used in all services to be rendered to the Commission hereunder, as a percentage of the prevailing wage for each respective occupational title in the county where the proposed work may be performed, as explained herein.
- B. Basic Hourly Rate + Over Time Schedule (if and when applicable) + Holiday Schedule (if and when applicable) + Total Fringe Benefits X Percentage of prevailing wage = Price per hour that may be billed.
- C. For example: In Carter County, Occupational Title “Electrician”, Regular time, and a percentage of prevailing wage of 1.24 should be computed

- 1)Figure the percentage of the basic hourly rate: 42.5% of 33.60=14.28 (.425 x 33.60)
- 2)Add that to the other amount in the fringe column: 14.28+7.96=22.24
- 3)Add the total fringe to the basic hourly rate to get your total: 33.60+22.24=55.84
- 4)Use your percentage of prevailing wage multiplier: \$55.84 X 1.24 = \$69.24

- D. Annual wage order #17 for Carter County except for demonstration purposes only.

Building Construction Rates for
CARTER County

Section 018

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$30.76	55	60	\$16.61
Boilermaker			\$32.30	57	7	\$20.01
Bricklayers-Stone Mason			\$25.92	24	74	\$14.38
Carpenter			\$21.63	62	43	\$11.44
Cement Mason			\$19.45	81	7	\$14.70
Electrician (Inside Wireman)			\$33.60	82	71	\$7.96 + 42.5%

- E. Bidders must state their price for supplies as a percentage of their actual cost for supplies installed or consumed in each project as explained herein.
- F. For example, if the Contractor (the bidder to whom purchase order(s) may be issued) spends \$300.00 for direct and indirect supplies for a project and bids 1.05 percentage of their actual cost, the Contractor may bill \$315.00 for supplies.
- G. The bidder’s percentage of their actual price shall not result in the Commission paying more than the manufacturer’s suggested retail price for any item.

4. MOBILIZATION RATE EXPLANATION

- A. Single Mobilization – If and when requested by MoDOT, this is the single initial amount that may be charged for arriving at a site to commence a fiber network installation project. This amount is for mobilization that commences from the Contractor’s business address. Pricing page, Column 4.
- B. In area Site-to-site Mobilization – If and when requested by MoDOT, this is the single amount that may be charged for multiple sites for mobilization between sites that are within 50-miles from the previous work site. Pricing page, Column 5.

5. EQUIPMENT HOURLY RATE EXPLANATION

- A. Equipment Hourly Rate – Bidders must state their firm fixed hourly rates for contractor provided trenching equipment to be used in the fiber network installation hour for to be rendered to the Commission hereunder in Price Colum 5 and 6 on the pricing page titled “Equipment, 1st Hour” and “Equipment, Add Hours”. Hourly rate shall include equipment and fuel as well as any and all other operating expense and will be billable for the hours that the equipment is in operation. Equipment Hourly Rate shall not include operating engineer’s payroll.
- B. Equipment, 1st Hour – The amount that may be charged, in addition to, Mobilization Charge when the requested work requires the use of trenching equipment.
- C. Equipment, Add Hours – The amount that may be charged, in addition to, Mobilization Charge when the requested work requires the use of trenching equipment.

GENERAL REQUIREMENTS

- 1. If and when requested, provide services on a Time-and-Material (T&M) basis.
- 2. All services shall be performed on an as needed, if needed basis, if requested to the sole satisfaction of the Commission.
- 3. The notice of bid acceptance does not constitute a directive to proceed. Before providing supplies or services, the contractor must receive authorization in the form of a signed purchase order from the MoDOT’s Project Manager or their designated representative.
- 4. The contractor shall understand and agree that no guaranteed amount of services will be requested.
- 5. The Contractor shall agree and understand that the acceptance of bid(s) shall not be construed as an exclusive arrangement.
- 6. The Contractor shall agree and understand that the Commission may secure identical or similar supplies and services from other sources at any time.
- 7. In addition to Fiber Network Installation services, the Contractor's proposed work plan submitted to the Project Manager, if and when requested by him/her as provided for in this document, may include utilizing services that fall within the definitions of the following occupational titles, as such definitions are published by the Missouri Department of Labor and Industrial Relations: electrician, communications technician, operating engineer, and laborer. Should the Contractor's work plan propose performing services of an occupational type other than the ones listed herein, the Contractor shall indicate the reasons for utilizing such other services and provide justification for the type of services proposed. It shall be the Project Manager's sole discretion to approve or reject the Contractor's work plan proposal to provide any services falling within the definitions for occupational titles different than those listed herein. Acceptance of the work plan as provided for herein shall serve as approval of the utilization of the services by all occupational titles proposed by the Contractor in the work plan.
- 8. The intent of any price agreement resulting from this IFB will be for services that are estimated to be less than \$25,000 per project; however, at its sole discretion, the MHTC may use established pricing for projects that have an estimated value of \$25,000 and greater.
- 9. If a fiber network project with an estimated value of \$25,000 and greater is approved, the requirements of this solicitation and other formal provision may apply which may include, but may not be limited to (1) a MHTC approved Performance Bond and (2) a formal MHTC Contract Agreement.
- 10. The MHTC reserves the right to solicit formal or informal competition for any and all fiber network projects.

SPECIFIC REQUIREMENTS

1. Since each project differs in its specific detail, the MoDOT's Project Manager will initiate the work by providing the Contractor with the broad scope of work. The MoDOT Project Manager's scope of work may include but may not be limited to the following supplies and services.
 - A. Provide and install conduit above and underground from SCH 40 to SCH 80, including sizes 2 – 4 inches.
 - B. Provide and install approved pull boxes according to MoDOT installation specifications (902.20C).
 - C. Provide and install various size fiber optic cables that could be single-mode, multi-mode, or hybrid.
 - D. Provide and install various fiber optic connectors, including ST, SC, and LC type.
 - E. Provide fusion splicing. Mechanical splicing is prohibited.
 - F. Provide and install fiber distribution panels, splice trays, fan-out kits, pig-tails, and other components needed to complete fiber connections.
 - G. Conduct fiber testing and provide results to MoDOT's Project Manager.
 - H. Fertilize, seed and straw all areas disturbed during installation of the fiber network connection.

2. Interbuilding cable routing projects may include, but may not be limited to the following specifications.
 - A. The backbone subsystem shall include cable installed between buildings via underground, tunnel, direct -buried, aerial or any combination of these from the main cross-connect to an intermediate cross-connect in a multi-building campus.
 - B. Unless otherwise specified, all fiber cables will be run in innerduct.
 - C. Fibers will be terminated in telecommunication rooms using SC, ST, MT-RJ or LC connectors in wall mounted interconnect centers or rack mounted panels equipped with sufficient ports, slack storage space and splice trays if required to terminate and secure all fibers.
 - D. In an underground system, adequate underground conduit space shall be available and accessible at each building. The conduits shall not exceed a fill factor of 40%.
 - E. All underground systems shall be designed to prevent water runoff from entering the building.
 - F. The backbone cables shall be installed in a star topology, emanating from the main cross-connect to each satellite building telecommunications room. All Interbuilding cables shall be installed to the applicable codes and regulations.
 - G. Optical fiber shall be run for all Interbuilding backbone segments, and as a recommendation, at least one balanced twisted-pair cable should be run for each Interbuilding backbone segment.
 - H. Backbone pathways shall be installed or selected such that the minimum bend radius and pulling tension of backbone cables is kept within cable manufacturer specifications both during and after installation.

3. All data network installation shall comply with the following industry standards for installation, documentation, component, and system industry specifications shall be met or exceeded.
 - A. ANSI/TIA/EIA-568-B.1 and addenda
"Commercial Building Telecommunications Cabling Standard - Part 1: General Requirements"
 - B. ANSI/TIA/EIA-568-B.2 and addenda
"Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair"
 - C. ANSI/TIA/EIA-568-B.3 and addenda
"Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard"
 - D. ANSI/TIA/EIA-569-B and addenda
" Commercial Building Standard for Telecommunications Pathways and Spaces"

- E. ANSI/TIA/EIA-606-A and addenda
” Administration Standard for the Telecommunications Infrastructure of Commercial Buildings”
 - F. ANSI-J-STD-607-A and addenda
” Commercial Building Grounding and Bonding Requirements for Telecommunications”
 - G. ANSI/TIA/EIA-526-7
”Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant”
 - H. ANSI/TIA/EIA-526-14A
”Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant”
 - I. IEC/TR3 61000-5-2 - Ed. 1.0 and amendments
“Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines - Section 2: Earthing and cabling”
 - J. ISO/IEC 11801:2002 Ed2.0 and amendments
” Information technology - Generic cabling for customer premises”
 - K. CENELEC EN 50173:2000 and amendments
” *Information Technology - Generic cabling systems*”
4. If and when requested by the MoDOT’s Project Manager, the Contractor will be required to prepare and submit a written work plan to the MoDOT’s Project Manager within 14 days of request.
 5. At a minimum, the work plan must include the following information.
 - A. The services and materials required to complete the service project.
 - B. The number of hours, by occupational title, required to complete the project.
 - C. 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.
 - D. A complete list of supplies needed to complete the project.
 - E. The contractor may be required to provide design documentation (blueprints) as a portion of the written work plan and “as built” drawings.
 - F. MoDOT will supply recommended work plan form.
 6. Acceptance of the final work plan will be evidenced by the MoDOT’s Project Manager presenting the Contractor with a signed authorized purchase order that fully describes the supplies and services to be provided by the Contractor.

PRICE CONTROL REQUIREMENTS

1. Labor Rate. The hourly rate shall include salary, fringe benefits, overhead, general & administrative expense, and profit. The result is a fixed unit price for labor.
2. Maximum Number of Labor Hours. Experienced suppliers should be able to estimate the hours needed for a job. MoDOT will not pay for the overage. The only allowance for exceeding the maximum number of labor hours is through a per approved change order that may result from an unforeseen change in the project scope of work.
3. Mark-Up on Materials. When billing for time and materials work, the contractor may calculate the materials cost by adding a markup onto the price it paid. Contractors that add little to no markup on direct and indirect materials or special equipment rental will be favored in the pricing formula.
4. Not-To-Exceed Total. A total Not-To-Exceed (NTE) amount must be agreed upon for each project. Under this arrangement, the contractor can charge for its labor and materials up to a certain maximum. If the time and materials costs exceed that maximum, the contractor charges the NTE amount and assumes the excessive costs.

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States citizen. an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

PRICING PAGE BY COUNTY

County	County Seat City or Town	Column 1 Prevailing Wage Hourly Rate Multiplier	Column 3 Mobilization - Single-site	Column 4 Mobilization - Site-to-site	Column 5 Trenching Equipment 1ST HOUR	Column 6 Trenching Equipment ADD HOURS
Benton	Warsaw	____.____	\$	\$	\$	\$
Boone	Columbia	____.____	\$	\$	\$	\$
Callaway	Fulton	____.____	\$	\$	\$	\$
Camden	Camdenton	____.____	\$	\$	\$	\$
Cole	Jefferson City	____.____	\$	\$	\$	\$
Cooper	Boonville	____.____	\$	\$	\$	\$
Crawford	Steelville	____.____	\$	\$	\$	\$
Gasconade	Hermann	____.____	\$	\$	\$	\$
Hickory	Hermitage	____.____	\$	\$	\$	\$
Howard	Fayette	____.____	\$	\$	\$	\$
Maries	Vienna	____.____	\$	\$	\$	\$
Miller	Tuscumbia	____.____	\$	\$	\$	\$
Moniteau	California	____.____	\$	\$	\$	\$
Morgan	Versailles	____.____	\$	\$	\$	\$
Osage	Linn	____.____	\$	\$	\$	\$
Pettis	Sedalia	____.____	\$	\$	\$	\$
Phelps	Rolla	____.____	\$	\$	\$	\$
Pulaski	Waynesville	____.____	\$	\$	\$	\$
Saline	Marshall	____.____	\$	\$	\$	\$

PRICING PAGE BY COUNTY

County	County Seat City or Town	Column 1 Prevailing Wage Hourly Rate Multiplier	Column 3 Mobilization - Single-site	Column 4 Mobilization - Site-to-site	Column 5 Trenching Equipment 1ST HOUR	Column 6 Trenching Equipment ADD HOURS
Bates	Butler	_____	\$	\$	\$	\$
Cass	Harrisonville	_____	\$	\$	\$	\$
Clay	Liberty	_____	\$	\$	\$	\$
Henry	Clinton	_____	\$	\$	\$	\$
Jackson	Independence	_____	\$	\$	\$	\$
Johnson	Warrensburg	_____	\$	\$	\$	\$
Lafayette	Lexington	_____	\$	\$	\$	\$
Platte	Platte City	_____	\$	\$	\$	\$
Ray	Richmond	_____	\$	\$	\$	\$
St. Clair	Osceola	_____	\$	\$	\$	\$

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Adair	Kirksville	_____	\$	\$	\$	\$
Audrain	Mexico	_____	\$	\$	\$	\$
Chariton	Keytesville	_____	\$	\$	\$	\$
Clark	Kahoka	_____	\$	\$	\$	\$
Knox	Edina	_____	\$	\$	\$	\$
Lewis	Monticello	_____	\$	\$	\$	\$
Linn	Linneus	_____	\$	\$	\$	\$
Macon	Macon	_____	\$	\$	\$	\$
Marion	Palmyra	_____	\$	\$	\$	\$
Monroe	Paris	_____	\$	\$	\$	\$
Pike	Bowling Green	_____	\$	\$	\$	\$
Putnam	Unionville	_____	\$	\$	\$	\$
Ralls	New London	_____	\$	\$	\$	\$
Randolph	Huntsville	_____	\$	\$	\$	\$
Reynolds	Centerville	_____	\$	\$	\$	\$
Schuyler	Lancaster	_____	\$	\$	\$	\$
Scotland	Memphis	_____	\$	\$	\$	\$
Shelby	Shelbyville	_____	\$	\$	\$	\$
Sullivan	Milan	_____	\$	\$	\$	\$

PRICING PAGE BY COUNTY

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Andrew	Savannah	_____	\$	\$	\$	\$
Atchison	Rock Port	_____	\$	\$	\$	\$
Buchanan	St. Joseph	_____	\$	\$	\$	\$
Caldwell	Kingston	_____	\$	\$	\$	\$
Carroll	Carrollton	_____	\$	\$	\$	\$
Clinton	Plattsburg	_____	\$	\$	\$	\$
Daviess	Gallatin	_____	\$	\$	\$	\$
DeKalb	Maysville	_____	\$	\$	\$	\$
Gentry	Albany	_____	\$	\$	\$	\$
Grundy	Trenton	_____	\$	\$	\$	\$
Harrison	Bethany	_____	\$	\$	\$	\$
Holt	Oregon	_____	\$	\$	\$	\$
Livingston	Chillicothe	_____	\$	\$	\$	\$
Mercer	Princeton	_____	\$	\$	\$	\$
Nodaway	Maryville	_____	\$	\$	\$	\$
Worth	Grant City	_____	\$	\$	\$	\$

PRICING PAGE BY COUNTY

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Bollinger	Marble Hill	_____	\$	\$	\$	\$
Butler	Poplar Bluff	_____	\$	\$	\$	\$
Cape Girardeau	Jackson	_____	\$	\$	\$	\$
Carter	Van Buren	_____	\$	\$	\$	\$
Dent	Salem	_____	\$	\$	\$	\$
Dunklin	Kennett	_____	\$	\$	\$	\$
Howell	West Plains	_____	\$	\$	\$	\$
Iron	Ironton	_____	\$	\$	\$	\$
Madison	Fredericktown	_____	\$	\$	\$	\$
Mississippi	Charleston	_____	\$	\$	\$	\$
New Madrid	New Madrid	_____	\$	\$	\$	\$
Oregon	Alton	_____	\$	\$	\$	\$
Pemiscot	Caruthersville	_____	\$	\$	\$	\$
Perry	Perryville	_____	\$	\$	\$	\$
Ripley	Doniphan	_____	\$	\$	\$	\$
Scott	Benton	_____	\$	\$	\$	\$
Shannon	Eminence	_____	\$	\$	\$	\$
St. Francois	Farmington	_____	\$	\$	\$	\$
Ste. Genevieve	Ste. Genevieve	_____	\$	\$	\$	\$
Stoddard	Bloomfield	_____	\$	\$	\$	\$
Texas	Houston	_____	\$	\$	\$	\$
Washington	Potosi	_____	\$	\$	\$	\$
Wayne	Greenville	_____	\$	\$	\$	\$

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Franklin	Washington	____.____	\$	\$	\$	\$
Jefferson	Hillsboro	____.____	\$	\$	\$	\$
Lincoln	Troy	____.____	\$	\$	\$	\$
Montgomery	Montgomery City	____.____	\$	\$	\$	\$
St. Charles	St. Charles	____.____	\$	\$	\$	\$
St. Louis	Clayton	____.____	\$	\$	\$	\$
St. Louis City	St. Louis	____.____	\$	\$	\$	\$
Warren	Warrenton	____.____	\$	\$	\$	\$

PRICING PAGE BY COUNTY

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Barry	Cassville	_____	\$	\$	\$	\$
Barton	Lamar	_____	\$	\$	\$	\$
Cedar	Stockton	_____	\$	\$	\$	\$
Christian	Ozark	_____	\$	\$	\$	\$
Dade	Greenfield	_____	\$	\$	\$	\$
Dallas	Buffalo	_____	\$	\$	\$	\$
Douglas	Ava	_____	\$	\$	\$	\$
Greene	Springfield	_____	\$	\$	\$	\$
Jasper	Carthage	_____	\$	\$	\$	\$
Laclede	Lebanon	_____	\$	\$	\$	\$
Lawrence	Mount Vernon	_____	\$	\$	\$	\$
McDonald	Pineville	_____	\$	\$	\$	\$
Newton	Neosho	_____	\$	\$	\$	\$
Ozark	Gainesville	_____	\$	\$	\$	\$
Polk	Bolivar	_____	\$	\$	\$	\$
Stone	Galena	_____	\$	\$	\$	\$
Taney	Forsyth	_____	\$	\$	\$	\$
Vernon	Nevada	_____	\$	\$	\$	\$
Webster	Marshfield	_____	\$	\$	\$	\$
Wright	Hartville	_____	\$	\$	\$	\$

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

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.
- 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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

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 the MHTC, (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.

Status of Independent Contractor

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.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

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SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC 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 upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) 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;
- 2) 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;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

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 MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC 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.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., 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:
 - 1) 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. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded 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.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote 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 ALL Missouri Counties and St. Louis City. The **Annual Wage Order #17** is attached to the bid documents.

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- c. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

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.

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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT 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. MoDOT 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.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Proof of Competency of Bidder

A bidder may be required to furnish evidence, satisfactory to the Commission, that he and his proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.