

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
 GENERAL SERVICES
 2309 Barrett Station Road
 Ballwin, MO 63021

REQUEST NO.	SL12-043-R7
DATE	October 20, 2011
PAGE NO.	1
NO. OF PAGES	19

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

10:00 A.M., CT. November 15, 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

Submit net bid as cash discount stipulations will not be considered

FOB Destination:

St. Louis City

St. Louis County

St. Charles County

Franklin County

Jefferson County

BUYER:	Stephanie Austin Rashid, General Services Technician	MoDOT web site: http://www.modot.mo.gov/business/contractor_resources/Commodities.htm
BUYER EMAIL:	Stephanie.AustinRashid@modot.mo.gov	BUYER TELEPHONE: (314) 301-1439

Description

This solicitation seeks bids from qualified companies who can provide tire repair service in St. Louis City, St. Louis County, St. Charles County, Franklin County, and Jefferson County areas.

Contract Period: December 1, 2011-November 30, 2012

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, 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 30 days 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

1.0 Introduction.

1.1 MoDOT is seeking bids from qualified bidders to provide **Tire Repair Service**.

1.2 **Organization:** This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and Organization
- 2) Bid Submission Information
- 3) Scope of Work
- 4) Renewal Period
- 5) **Pricing Pages** (SIGN AND RETURN)

2.0 Bid Submission.

2.1 Each bid must be mailed in a sealed package to Ms. Stephanie Austin Rashid, General Services Procurement Unit, 2309 Barrett Station Road, Ballwin, MO 63021, or hand-delivered in a sealed package to the General Services Procurement Office located at 2309 Barrett Station Road, Ballwin, MO 63021. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 2309 Barrett Station Road, no later than **10:00 a.m., CST, November 15, 2011.**

RFB Coordinator:

Stephanie Austin Rashid, General Services Technician

Missouri Department of Transportation

2309 Barrett Station Road

Ballwin, MO 63021

PHONE: (314) 301-1439; FAX: (314) 301-1437 or (573) 526-0016

2.2 All bids must be received in a sealed package clearly marked “**SL12-043-R7 “Tire Repair Service”**”.

2.3 **Rejection of Bids:** MHTC reserves the right to reject any and all bids for any reason whatsoever.

2.4 **Award:** This is a multiple-award contract, with pricing submissions locked-in from all vendors for the contract period. Award of this bid will be to all responsive bidders. Award will be based on price, tire repair location, and availability.

2.5 Open Competition/Request for Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

2.6 Insurance Requirements: Please refer to the *Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions* that are attached to the bid documents for information on required insurance for this project.

2.7 It is the bidders responsibility to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of the RFB process.

3.0 Scope of Work

3.1

ON-ROAD REPAIR: On-Road repair will be figured using an average of thirty (30) miles round trip, your trip may be more or less. Road repair has tire repair included. This means that service call charges, if any, must be included in On-Road Repair costs on Pricing Pages. If multiple tire "repairs" are to be made in the same general location (within five (5) road miles) on one call, only one road repair charge will be paid. Remaining repair will be paid as in shop repair.

One road repair will be subject to a two (2) hour time limit (from time of MoDOT call until service person arrives at work site) except when MoDOT states it will not be necessary.

3.2

IN-SHOP REPAIR: In shop repair will be completed within twenty-four (24) hours from the time tire is delivered to your shop.

All tubeless tire repairs must be broken down and patched from the inside. A plug and patch or a plug/patch may be used, but the use of just a plug will not be accepted.

If repair cannot be made within the confines of this contract, MoDOT reserves the right to secure another vendor for repairs.

MoDOT purchases tires from local vendors on the state tire contract. If your company is an authorized dealer, MoDOT can purchase tires from your company. If you are granted the tire repair bid and are not an authorized dealer, MoDOT must secure tires from an authorized dealer on the state contract.

3.3

NON-COMPLIANCE: As a result of non-compliance, this contract can be withdrawn, at the discretion of MoDOT, for the remaining contract period. If contract is withdrawn, the next lowest bidder will be contacted to fulfill the "remainder" of the contract period.

4.0 Renewal Period

MoDOT reserves the option for contract renewal of one (1), one year period, or any portion therein, upon mutual consideration by both parties. Renewal options are at the sole discretion of MoDOT. The bidder shall provide the price for the renewal period. If renewal price is not provided, the prices during the renewal period will be the same as during the original contract period. MoDOT does not automatically exercise its option to renew based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

Renewal Period will be from December 1, 2012-November 30, 2013.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar services of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the State of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the three (3) attachments “Vendor Information & Preference Certification Form”, “Signature and Identity of Bidder” and “Worker Eligibility Verification Affidavit” must be submitted to this office prior to any contract being awarded for this bid.

The Bidder understands that this agreement involves state funds and the bidder awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex or age. The contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

COMPLIANCE WITH HOUSE BILL 600:

Bidder must be in compliance with House Bill 600, Section 34.040.60 RSMo, which states Missouri Department of Transportation is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

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. **Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results, and/or addendums.**

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder’s/offeror’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors 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

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #SL12-043-R7

Region 1

St. Louis City, MO

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	

Balancing Light truck and car (16.5" and under) _____

Balancing Heavy Truck (17" and up) _____

Please indicate the maximum mile radius willing to extend services to: _____ miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #SL12-043-R7

Region 2

St. Louis County, MO

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	

Balancing Light truck and car (16.5"and under) _____

Balancing Heavy Truck (17" and up) _____

Please indicate the maximum mile radius willing to extend services to: _____miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #SL12-043-R7

Region 3

St. Charles County, MO

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	

Balancing Light truck and car (16.5"and under) _____

Balancing Heavy Truck (17" and up) _____

Please indicate the maximum mile radius willing to extend services to: _____miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #SL12-043-R7

Region 4

Franklin County, MO

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	

Balancing Light truck and car (16.5"and under) _____

Balancing Heavy Truck (17" and up) _____

Please indicate the maximum mile radius willing to extend services to: _____miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #SL12-043-R7

Region 5

Jefferson County, MO

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	

Balancing Light truck and car (16.5"and under) _____

Balancing Heavy Truck (17" and up) _____

Please indicate the maximum mile radius willing to extend services to: _____miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

SIGNATURE: _____

DATE: _____

COMPANY: _____

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: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
<i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>										

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
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
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: <ol style="list-style-type: none"> 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. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

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 a person whose name is subscribed to this affidavit, 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 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

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

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

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 owner or partner of business name, 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:

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.

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.

SPECIAL TERMS AND CONDITIONS

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.

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.

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/qc_1185221678150.shtm

Delivery – Additional Requirements

b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

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 one-hundred dollars (\$100.00) per calendar day, per item**, for each assessable calendar day on which the work 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.