

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES- PROCUREMENT
DISTRICT 6, 2309 BARRETT STATION RD,
BALLWIN,MO 63021

REQUEST NO.	SL14-070-RW
DATE	December 12, 2013
PAGE NO.	1
NO. OF PAGES	20

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

10:00 a.m., Local Time, January 15, 2014

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

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: _Teresa(Terri) Mount
BUYER EMAIL:
Teresa.Mount@modot.mo.gov

BUYER TELEPHONE: 314-301-1431
BUYER FAX:
573-526-0016

SUPPLIES OR SERVICES

On Call Temporary Traffic Control Services
St. Louis District

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.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

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(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request 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

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No
Form E-103 (Rev. 11-04)

Title: _____
Is your firm WBE certified? Yes No

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid is to establish a contract for Temporary Traffic Control Services. This pricing agreement is for providing personnel and equipment for an on-call barricade service to support the St. Louis District of the Missouri Department of Transportation, (MoDOT) per the terms and specifications of this RFB. Multiple awards may be made to meet the requirements of the District.
- 1.1.2 The District reserves the right to add additional contractors, at MoDOT's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy MoDOT's needs or to ensure adequate competition on any project or task order work.
- 1.1.3 Services may be utilized in the following Counties of the St. Louis District: St. Louis City and County, St. Charles, Jefferson, and Franklin.

Each bid must be mailed or hand delivered in a sealed envelope to Ms. Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 10:00 a.m., Local Time January 15, 2014.**

RFB Coordinator:

**Ms. Teresa (Terri) Mount Sr. Procurement Agent
Missouri Department of Transportation
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431
FAX: 573-522-0016
EMAIL: Teresa.Mount@modot.mo.gov**

1.2 General Information:

This document constitutes an invitation for competitive, sealed bids for the procurement of services to provide temporary traffic control on a on call basis as specified in these provisions.

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

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Attachment(s)
- (6) Terms and Conditions
- (7) Informational drawings, Exhibits

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and 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. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

SL14-70-RW
2.0 SCOPE OF SERVICES

2.1 Description. The service shall consist of providing temporary traffic control services in support of MoDOT maintenance and repair operations using Contractor furnished equipment and labor on an as needed basis with a minimum 48 hour notification for set up. All work necessary to maintain safe and efficient traffic flow through the work areas shall be provided by the contractor. This will include furnishing, relocating, and removing temporary traffic control devices, truck mounted attenuators and equipment, and the removal and relocation or covering and uncovering of existing signs, insurance and other traffic control devices in accordance with the contract documents or as directed by the engineer.

2.2 Traffic Control Material and Labor:

2.2.1 The specific layout and setup of traffic control shall be governed by these specifications; Manual on Uniform Traffic Control Devices (MUTCD) and/ or MoDOT pre-approved traffic control plans. The contractor shall be provided with a list of personnel authorized to order services. Contractor shall be responsible to prepare specific traffic plans, which shall be approved in advance by MoDOT. If the primary Contractor is unwilling or unable to accept the specific project, the project shall be awarded to the Secondary Contractor. Changes in traffic control plans or procedures may be authorized if substitute method of operation and set up supporting work is accepted by MoDOT. The District may utilize typical traffic control plans during the term of this contract and such plans will be provided to the Contractor.

2.2.2 The contractor's Foreman shall be a n ATSSA Certified Traffic Control Technician. A list of certified personnel shall be provided to the MoDOT contact prior to the beginning of any project. (The Contractor shall only utilize personnel who are Certified flaggers.) Flaggers shall be certified by IMSA, ATSSA, LTAP or other approved sources.

2.2.3 Existing signs conflicting with construction signing shall be covered. Centerline vertical panels with appropriate "Keep Right" signing shall be installed if required by MoDOT. Two sand bags shall be required on all portable signs and vertical panels, if more are required due to weather conditions they will be provided at no additional charge to the District.

2.2.4 The contractor shall pick up and remove signs, barricades, channels and other devices within twenty four (24) hours of notification and all covered signs shall be restored.

2.2.5 The Contractor shall maintain a log of all requests for service. The log shall include name of requestor, date, time, and the required action to include:

- 2.2.5.1 Initial requests for signing.
- 2.2.5.2 Any additions or changes in signing.
- 2.2.5.3 The road segment being signed and traffic control being requested.

2.2.6 The Contractor shall inspect and maintain all contractor installed portable traffic control devices at least once during an eight hour shift. More frequent intervals of inspection and maintenance shall be

made during periods of high winds or in areas where there is a continuing problem in maintaining the signs. Reports of all inspections with deficiencies shall be required and reported daily to MoDOT.

2.2.7 The Contractor shall provide qualified supervision of all crews during the performance of the service. Supervisors and flaggers/laborers must be able to converse in the English language, and shall be authorized by the contractor to receive and carry out directives issued by MoDOT.

2.2.8 **Construction Requirements.** Prior to placing a CMS on a project, the engineer shall verify proposed CMS location is void of conflict with another DMS or CMS locations presently established. If a conflict is present, the engineer shall contact the Traffic Management Center (TMC) at 314-275-1543) to mitigate. If no conflict is present, engineer shall provide Traffic Management Center (TMC) with the Job Number, Route, County, specific CMS location, and a CMS identification number that is permanently affixed to the CMS. The engineer and contractor shall verify the message displayed on board is compliant with CMS messaging policies. The contractor shall place the CMS 6 feet [2 meters] off of the right edge of shoulder at the location shown on the plans or as directed by the engineer. The CMS shall be placed so that the right side of the unit is advanced approximately 3 degrees ahead with the direction of traffic. CMS shall not be located in medians. CMS shall be delineated with a minimum of five non-metallic channelizing devices. Installation, including location and placement, shall be approved by the engineer. If needed, the contractor shall relocate the CMS as directed by the engineer.

2.2.9 All signs shall be NCFRP compliant, meet the requirements of the MoDOT traffic control manual.

2.2.10 Pilot Car with Driver

Any vehicle shall have a high-intensity rotating, flashing, oscillation, or strobe light and conspicuous location on the rear of vehicle to mount PILOT CAR FOLLOW ME (G20-4)

2.2.11 Barricade Truck with Driver

Shall be a one (1) ton to one-and-one-half (1-1/2) ton truck capable of transporting all signs, delineators, cones, channels, flagging supplies, double-faced flexible road markers with a double clear protector tab, portable radios and other signing supplies required for the day's activity. The truck shall be equipped with high-intensity rotating, flashing, oscillating, or strobe light and variable message board. If the Contractor is unable to provide delivery and layout within the specified time, immediate notification will be made to the MoDOT contact.

2.2.12 Truck Mounted Attenuators:

Truck-mounted attenuators shall be energy-absorbing devices attached to the rear of the trucks and shall be used in accordance MUTCD Section 6F.82.

2.2.13 Uniformed Off-Duty Officer(s):

The Contractor shall provide, when requested by MoDOT, State of Missouri Sworn uniformed off-duty officer(s) for temporary traffic control presence. Fully equipped vehicle may be required when requested by MoDOT.

2.3 Installation Conflicts:

In the event that MoDOT requestor or his designee and the Contractor cannot agree on the proper traffic control or barricade installation, the judgment of the MoDOT Engineer or his designee shall prevail. The Contractor may request arbitration by the MoDOT Engineer. The contractor shall comply with the decisions made by the MoDOT Engineer as a result of such arbitration.

2.4 Reports:

Daily work sheets and a daily detailed listing of all the roads under signing shall be provided to the MoDOT Requestor. The report shall include the date signing was set up, the number and type of devices used for each mile, the date and time inspections were conducted, the date and time signing was removed (or the work that is continuing). The MoDOT designated personnel and Contractor shall sign the report daily.

2.5 Standards:

All equipment, signs, barricades and lighting devices shall NCHRP-350 compliant, to the most current Federal Highway Administration MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES for streets and highways and all other polices or regulations on traffic control adopted by MoDOT.

2.6 MoDOT Signing:

MoDOT reserves the right to provide, install or set up construction or maintenance signing and barricading as deemed necessary with MoDOT forces or by the Secondary Contractor if adequate materials and personnel cannot be supplied by the contractor.

2.7 Damaged, Stolen, or Lost Signing:

All lost, stolen or damaged devices shall be immediately replaced by the Contractor or removed from the rental equipment listing upon notification by a MoDOT representative. MoDOT will make rental payments only for equipment that is physically used on the projects and in acceptable working order. Contractor shall not be reimbursed by MoDOT for the replacement value of lost or stolen equipment.

2.9 Dispatch Center:

The Contractor shall provide and maintain twenty-four (24) hour dispatch center by telephone (314-275-1522) to provide emergency service, to inform them when the traffic control is up, where it is up, (location and lane), and when the traffic control is taken down.

2.10 Safety Requirements:

The Contractor shall adhere to all applicable OSHA, industry and local government safety procedures, rules and regulations. The contractor shall train its personnel in appropriate safety standards relating to the performance of services described in these Technical Specifications.

2.11 Inspections:

MoDOT reserves the right to inspect each bidder's equipment and review their application procedures prior to contract award.

2.12 Qualification of Bidders:

Contractor shall have minimum of five (5) years of experience. Only firms experienced in the processes of road construction/maintenance traffic control and barricading renting will be considered for contract award.

2.13 Licenses and Permits:

The Contractor shall, at its expense, procure all necessary licenses and permits relating to Contractors operation in connection with the services described in these Technical Specifications.

2.14 Protection of Public and Private Property:

The Contractor shall exercise prudent caution to protect pedestrian and vehicular traffic. Contractor shall further avoid causing damage to public and private property. If in the opinion of the MoDOT representative, the Contractor engages in a hazardous practice, Contractor shall cease such activity immediately after verbal or written notification by the MoDOT representative.

2.15 Delivery:

It shall be the Contractor's responsibility to meet the District's delivery requirements, as called for in the Technical Specifications. MoDOT reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 Basis of Payment. All expenses incurred by the contractor in maintaining, relocating, operating and protecting the changeable message signs as outlined above shall be paid for at the contract unit . Changeable Message Sign, Contractor Furnished and Retained, per Each.

- a. Cost for channelizers shall be included in the contract unit price for CMS.
- b. Cost for cellular phone hookup and monthly usage fee for the duration of the project shall be included in the contract unit price for CMS.

3.0 Invoicing and Payment Requirements:

- 3.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.
Missouri Department of Transportation
Business & Benefits
1590 Woodlake
Chesterfield, MO. 63017-5712
- 3.2 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.
- 3.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 3.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 3.5 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 Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.

- 3.6 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.
- 3.7 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.
- 3.8 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation

4.0. Other Contractual Requirements:

- 4.1 **RSMo 285.530** - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:
 - a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

4.2 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.

4.3 REQUIRED 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:

- 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.**

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.

3.0

BID SUBMISSION

Bid Submission Information:

- 3.1 All bids must be received in a sealed envelope clearly marked “**SL14-70-RW Traffic Control Services**”.

All bids must be received at the following address no later than **January 15, 2014 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation
Procurement Division
Attn: Teresa (Terri Mount)
2309 Barrett Station Rd.
Ballwin, MO. 63021

The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.2 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 three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- 3.3 Pursuant to 285.530 RSMo, the bidder must affirm 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:
- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
 - b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT **or** APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and
- 3.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best responsible bid.
- 3.5 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.
- 3.6 Contract Award – The contract will be awarded to multiple responsible bidders determined as specified above.
- a. Award of this bid will be made on an “all or nothing” basis using the “lowest and best responsible” principle of award.
 - b. 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

4.0 PRICING PAGE SL14-070 -RW

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Item #	Description (per Exhibits)	U/M	DAY RATES	NIGHT RATES
001	Center Lane on Multi Lane	Lump Sum		
002	Double Lane On Multi Lane	Lump Sum		
003	Mobile Operation 2 Lane	Lump Sum		
004	Mobile Operation Multi Lane	Lump Sum		
005	Single Lane Divided	Lump Sum		
006	Flaggers with Paddles	Lump Sum		
007	Ramps	Lump Sum		
008	Road Closure	Lump Sum		
009	Shoulder Work	Lump Sum		
010	Uniformed Off-Duty Officer(s) <i>Optional –</i>	Ea		
011	Additional TMA's if needed	EA		
012	Additional TMA's w operators	EA		
013	Additional Message Board	EA		
014	Additional Arrow Board	EA		
015	Additional Sign	EA		
016	Additional Directional Indicator Barriers	EA		
017	Additional Trim Line Channelizers	EA		
018	Additional Flaggers w/ stop-slow paddles	EA		
			WEEKEND RATES	HOLIDAY RATES
019	Center Lane on Multi Lane	Lump Sum		
020	Double Lane On Multi Lane	Lump Sum		
021	Mobile Operation 2 Lane	Lump Sum		
022	Mobile Operation Multi Lane	Lump Sum		
023	Single Lane Divided	Lump Sum		
024	Flaggers with Paddles	Lump Sum		
025	Ramps	Lump Sum		
026	Road Closure	Lump Sum		
027	Shoulder Work	Lump Sum		

028	Uniformed Off-Duty Officer(s) <i>Optional</i> –	EA		
029	Additional TMA's if needed	EA		
030	Additional TMA's w operators	EA		
031	Additional Message Board	EA		
032	Additional Arrow Board	EA		
033	Additional Sign	EA		
034	Additional Directional Indicator Barriers	EA		
035	Additional Trim Line Channelizers	EA		
036	Additional Flaggers w/ stop-slow paddles	EA		

COMPANY: _____ **DATE:** _____

SIGNATURE: _____ **TITLE:** _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Attachment IV

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 a bidder 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 bidder **must** provide the following with the bid 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 bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder 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 bidder'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 Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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 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

In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same 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

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.

- a. 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**.
- b. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

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.

Preferences

- a. 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.**
- b. 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.