



**MISSOURI DEPARTMENT OF TRANSPORTATION
CENTRAL DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION
REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services

TODAY'S DATE: NOVEMBER 1, 2016 REQUEST # CD-17-021B REFERENCE THIS NUMBER ON YOUR RFB RESPONSE & ANY CORRESPONDENCE ABOUT THIS SOLICITATION.	RESPONSES DUE NO LATER THAN: NOVEMBER 14, 2016 @ 1:00 PM CT
Mailing Address: Missouri Department of Transportation - Central District P.O. Box 718 1511 Missouri Blvd Jefferson City MO 65102	BUYER NAME: DEREK VANLOO PHONE: 573-526-6956 FAX: 573-526-6796 EMAIL: DEREK.VANLOO@MODOT.MO.GOV RFB RESPONSES ARE NOT ACCEPTED BY FAX

MoDOT may require **CONTRACT SNOW REMOVAL ASSISTANCE** during the 2016-2017 winter season. This RFB will establish a price agreement for the services of vendors with **EQUIPMENT AND OPERATORS** that may be able to assist with on-call, **as-needed, if-needed** snow removal operations.

After the response deadline, MoDOT will tabulate all information provided to establish a price agreement list and will contact vendors when and if services are needed during the 2016-2017 winter season.

MoDOT's Central District is soliciting bid pricing for the following types of equipment with operators:

- Item #1 (pricing page 3): Motorgraders
- Item #2 (pricing page 4): Loaders
- Item #3 (pricing page 5): Backhoe
- Item #4 (pricing page 6): Skid Steer
- Item #5 (pricing page 7): Challenger with blade
- Item #6 (pricing page 8): Dump Trucks
- Item #7 (pricing page 9): Tractor-Trailer Units (Low Boy Trailers)
- Item #8 (pricing page 10): Escort Vehicles

Tire Chains (contractor provided) and/or 4-wheel drive may be required for mobility so equipment will be effective when maneuvering or when pushing snow.

SPECIAL TERMS AND CONDITIONS

OPERATOR TRAINING: At a minimum, each operator shall check in daily prior to beginning operations with their assigned Shed Supervisor and discuss Risk Based Assessments of the area of operation. This will include area obstacles (i.e. Railroad Tracks, special road conditions, etc.), escort vehicle responsibilities and overall MoDOT safety guidelines. MoDOT reserves the right to require additional training, which may include 16 hours of training on snow removal operations, safety, and communications. Additional training for Cargo Securement, may be provided (8 hours) for tractor/trailer operators who will be transporting MoDOT equipment. MoDOT will pay the hourly Operator Training Rate per contracted operator.

FUEL, BLADES AND TIRE CHAINS: **All fuel, blades and tire chains needed for snow removal shall be supplied by the contractor. No reimbursement by MoDOT shall be made.**

LIGHTING: At MoDOT's discretion, an escort vehicle may be required to accompany slow moving equipment units (motorgraders, etc.) while performing snow removal operations on an active highway. **Escort vehicles shall be equipped with protective lighting equal to "Level 1" MoDOT Fleet Lighting requirements: Single Amber LED Beacon with 360 degree visibility OR "Level 4" MoDOT Fleet Lighting requirements:**

1 amber or amber/white flasher LED mini lightbar (24" maximum) or 2 amber flashers with 360 degree visibility. All lighting should meet SAEJ595 or SAE J845 Class 1 standard, verified by an AMECA (Automotive Manufacturers Equipment Compliance Agency) certified lab.

SAFETY: The contractor shall conduct the work in a manner that will ensure, as far as practical, the least obstruction to traffic and shall provide for the convenience and safety of the general public and residents along and adjacent to the highway in an adequate and satisfactory manner.

OTHER: The contractor shall perform work in such a way as to avoid damage to public and state property, vehicles, guardrail, signs, delineators, curbs, etc. The contractor shall designate a responsible person for receiving and resolving damage claims from the public. The contractor shall submit a list of all damage claims and disposition to the engineer on a weekly basis.

In addition, MoDOT is not responsible for any down time, tow bills and repairs to equipment are the responsibility of the contractor - **MoDOT will not be assessed charges.**

INSURANCE: The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, workers 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.

After award, the Contractor must provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation may result in his/her bid being rejected.

MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following address:
Missouri Department of Transportation
Central District
1511 Missouri Blvd
Jefferson City MO 65102

AWARD & PAYMENT: MoDOT reserves the right to a multiple contract award based upon contractor location, equipment availability and contract costs. Contractor selection at the time of an event shall be made on a "Case By Case/Item By Item/County By County" basis using the "lowest and best" principle of award based on MoDOT needs, equipment availability, and the situation at the time services may be required. There is no guarantee any work will be awarded under this RFB. **Since mobilizations costs are to be included in the hourly rates bid, MoDOT will pay the listed hourly rate beginning when the equipment leaves its place of origin until the job is complete and the equipment is returned.**

E-VERIFY: Due to the possibility cost of services will exceed \$5,000, vendors will must comply with the requirements of, complete the forms for, and provide related to, the federal E-Verify program.

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses must be mailed, or hand-delivered. Sealed bid responses may NOT be faxed or emailed.

PRICING PAGE

ITEM #1: Motor grader

Provide the requested information for each piece of equipment you could have available when called upon, for each maintenance area you could provide service in, (you do not need to bid all areas).

Copy this page and submit separate responses if you have multiple pieces of equipment available.

The hourly rates bid are to include mobilization costs (the cost of getting to and from the work area).

VENDOR NAME:

(Please enter your company name in this block)

TYPE OF EQUIPMENT:

(Make, Model, Size of Motor grader)

Please indicate if the motor grader could have a wing plow available, and if that could be a right wing or left wing.

County	Maintenance Work Area	Zip Code	HOURLY RATE (with operator)	RESPONSE TIME (How long would it take you to get to the maintenance area after being called?)
Howard	Fayette	65248	\$	
Cooper	Boonville	65233	\$	
Morgan	Versailles	65084	\$	
Moniteau	California	65018	\$	
Miller	Eldon	65026	\$	
Miller	Iberia	65486	\$	
Camden	Camdenton	65020	\$	
Laclede	Lebanon	65536	\$	
Laclede	Nebo	65470	\$	
Pulaski	St. Robert	65583	\$	
Phelps	Edgar Springs	65462	\$	
Phelps	Rolla	65401	\$	
Maries	Vienna	65582	\$	
Cole	Jefferson City	65109	\$	
Boone	Columbia	65202	\$	
Callaway	Williamsburg	63388	\$	
Callaway	Fulton	65251	\$	
Callaway	Mokane	65059	\$	
Osage	Linn	65051	\$	
Gasconade	Drake	65066	\$	
Crawford	Steelville	65565	\$	
Crawford	Cuba	65453	\$	
Washington	Potosi	63630	\$	
Dent	Salem	65560	\$	

Provide an hourly rate for Standby Time, payable after call-out, if and when staging of equipment in anticipation of upcoming winter weather is required.

\$

Provide an hourly rate for Operator Training.

\$

PRICING PAGE

ITEM #2: Loader

Provide the requested information for each piece of equipment you could have available when called upon, for each maintenance area you could provide service in, (you do not need to bid all areas).

Copy this page and submit separate responses if you have multiple pieces of equipment available.

The hourly rates bid are to include mobilization costs (the cost of getting to and from the work area).

VENDOR NAME:

(Please enter your company name in this block)

TYPE OF EQUIPMENT:

(Make, Model, Size of Loader)

County	Maintenance Building Work Area	Zip Code	HOURLY RATE (with operator)	RESPONSE TIME (How long would it take you to get to the maintenance area after being called?)
Howard	Fayette	65248	\$	
Cooper	Boonville	65233	\$	
Morgan	Versailles	65084	\$	
Moniteau	California	65018	\$	
Miller	Eldon	65026	\$	
Miller	Iberia	65486	\$	
Camden	Camdenton	65020	\$	
Laclede	Lebanon	65536	\$	
Laclede	Nebo	65470	\$	
Pulaski	St. Robert	65583	\$	
Phelps	Edgar Springs	65462	\$	
Phelps	Rolla	65401	\$	
Maries	Vienna	65582	\$	
Cole	Jefferson City	65109	\$	
Boone	Columbia	65202	\$	
Callaway	Williamsburg	63388	\$	
Callaway	Fulton	65251	\$	
Callaway	Mokane	65059	\$	
Osage	Linn	65051	\$	
Gasconade	Drake	65066	\$	
Crawford	Steelville	65565	\$	
Crawford	Cuba	65453	\$	
Washington	Potosi	63630	\$	
Dent	Salem	65560	\$	

Provide an hourly rate for Standby Time, payable after call-out, if and when staging of equipment in anticipation of upcoming winter weather is required.

\$

Provide an hourly rate for Operator Training.

\$

PRICING PAGE

ITEM #3: **Backhoe**

Provide the requested information for each piece of equipment you could have available when called upon, for each maintenance area you could provide service in, (you do not need to bid all areas).

Copy this page and submit separate responses if you have multiple pieces of equipment available.

The hourly rates bid are to include mobilization costs (the cost of getting to and from the work area).

VENDOR NAME:

(Please enter your company name in this block)

TYPE OF EQUIPMENT:

(Make, Model, Size of Backhoe)

County	Maintenance Building Work Area	Zip Code	HOURLY RATE (with operator)	RESPONSE TIME (How long would it take you to get to the maintenance area after being called?)
Howard	Fayette	65248	\$	
Cooper	Boonville	65233	\$	
Morgan	Versailles	65084	\$	
Moniteau	California	65018	\$	
Miller	Eldon	65026	\$	
Miller	Iberia	65486	\$	
Camden	Camdenton	65020	\$	
Laclede	Lebanon	65536	\$	
Laclede	Nebo	65470	\$	
Pulaski	St. Robert	65583	\$	
Phelps	Edgar Springs	65462	\$	
Phelps	Rolla	65401	\$	
Maries	Vienna	65582	\$	
Cole	Jefferson City	65109	\$	
Boone	Columbia	65202	\$	
Callaway	Williamsburg	63388	\$	
Callaway	Fulton	65251	\$	
Callaway	Mokane	65059	\$	
Osage	Linn	65051	\$	
Gasconade	Drake	65066	\$	
Crawford	Steelville	65565	\$	
Crawford	Cuba	65453	\$	
Washington	Potosi	63630	\$	
Dent	Salem	65560	\$	

Provide an hourly rate for Standby Time, payable after call-out, if and when staging of equipment in anticipation of upcoming winter weather is required.

\$

Provide an hourly rate for Operator Training.

\$

PRICING PAGE

ITEM #4: Skid Steer

Provide the requested information for each piece of equipment you could have available when called upon, for each maintenance area you could provide service in, (you do not need to bid all areas).

Copy this page and submit separate responses if you have multiple pieces of equipment available.

The hourly rates bid are to include mobilization costs (the cost of getting to and from the work area).

VENDOR NAME:

(Please enter your company name in this block)

TYPE OF EQUIPMENT:

(Make, Model, Size of Skid Steer)

County	Maintenance Building Work Area	Zip Code	HOURLY RATE (with operator)	RESPONSE TIME (How long would it take you to get to the maintenance area after being called?)
Howard	Fayette	65248	\$	
Cooper	Boonville	65233	\$	
Morgan	Versailles	65084	\$	
Moniteau	California	65018	\$	
Miller	Eldon	65026	\$	
Miller	Iberia	65486	\$	
Camden	Camdenton	65020	\$	
Laclede	Lebanon	65536	\$	
Laclede	Nebo	65470	\$	
Pulaski	St. Robert	65583	\$	
Phelps	Edgar Springs	65462	\$	
Phelps	Rolla	65401	\$	
Maries	Vienna	65582	\$	
Cole	Jefferson City	65109	\$	
Boone	Columbia	65202	\$	
Callaway	Williamsburg	63388	\$	
Callaway	Fulton	65251	\$	
Callaway	Mokane	65059	\$	
Osage	Linn	65051	\$	
Gasconade	Drake	65066	\$	
Crawford	Steelville	65565	\$	
Crawford	Cuba	65453	\$	
Washington	Potosi	63630	\$	
Dent	Salem	65560	\$	

Provide an hourly rate for Standby Time, payable after call-out, if and when staging of equipment in anticipation of upcoming winter weather is required.

\$

Provide an hourly rate for Operator Training.

\$

PRICING PAGE

ITEM #5: **Challenger with blade**

Provide the requested information for each piece of equipment you could have available when called upon, for each maintenance area you could provide service in, (you do not need to bid all areas).

Copy this page and submit separate responses if you have multiple pieces of equipment available.

The hourly rates bid are to include mobilization costs (the cost of getting to and from the work area).

VENDOR NAME:

(Please enter your company name in this block)

TYPE OF EQUIPMENT:

(Make and Model)

County	Maintenance Building Work Area	Zip Code	HOURLY RATE (with operator)	RESPONSE TIME (How long would it take you to get to the maintenance area after being called?)
Howard	Fayette	65248	\$	
Cooper	Boonville	65233	\$	
Morgan	Versailles	65084	\$	
Moniteau	California	65018	\$	
Miller	Eldon	65026	\$	
Miller	Iberia	65486	\$	
Camden	Camdenton	65020	\$	
Laclede	Lebanon	65536	\$	
Laclede	Nebo	65470	\$	
Pulaski	St. Robert	65583	\$	
Phelps	Edgar Springs	65462	\$	
Phelps	Rolla	65401	\$	
Maries	Vienna	65582	\$	
Cole	Jefferson City	65109	\$	
Boone	Columbia	65202	\$	
Callaway	Williamsburg	63388	\$	
Callaway	Fulton	65251	\$	
Callaway	Mokane	65059	\$	
Osage	Linn	65051	\$	
Gasconade	Drake	65066	\$	
Crawford	Steelville	65565	\$	
Crawford	Cuba	65453	\$	
Washington	Potosi	63630	\$	
Dent	Salem	65560	\$	

Provide an hourly rate for Standby Time, payable after call-out, if and when staging of equipment in anticipation of upcoming winter weather is required.

\$

Provide an hourly rate for Operator Training.

\$

PRICING PAGE

ITEM #6: Dump Truck

Dump trucks may be needed in order to assist in moving large accumulations of snow. This is bid at an hourly rate (instead of mileage-based) due to variable times and speed associated with use of this equipment in snow removal operations.

Provide the requested information for each piece of equipment you could have available when called upon, for each maintenance area you could provide service in, (you do not need to bid all areas).

Copy this page and submit separate responses if you have multiple pieces of equipment available.

The hourly rates bid are to include mobilization costs (the cost of getting to and from the work area).

VENDOR NAME:

(Please enter your company name in this block)

TYPE OF EQUIPMENT:

(Make and Model of Dump Truck)

County	Maintenance Building Work Area	Zip Code	HOURLY RATE (with operator)	RESPONSE TIME (How long would it take you to get to the maintenance area after being called?)
Howard	Fayette	65248	\$	
Cooper	Boonville	65233	\$	
Morgan	Versailles	65084	\$	
Moniteau	California	65018	\$	
Miller	Eldon	65026	\$	
Miller	Iberia	65486	\$	
Camden	Camdenton	65020	\$	
Laclede	Lebanon	65536	\$	
Laclede	Nebo	65470	\$	
Pulaski	St. Robert	65583	\$	
Phelps	Edgar Springs	65462	\$	
Phelps	Rolla	65401	\$	
Maries	Vienna	65582	\$	
Cole	Jefferson City	65109	\$	
Boone	Columbia	65202	\$	
Callaway	Williamsburg	63388	\$	
Callaway	Fulton	65251	\$	
Callaway	Mokane	65059	\$	
Osage	Linn	65051	\$	
Gasconade	Drake	65066	\$	
Crawford	Steelville	65565	\$	
Crawford	Cuba	65453	\$	
Washington	Potosi	63630	\$	
Dent	Salem	65560	\$	

Provide an hourly rate for Standby Time, payable after call-out, if and when staging of equipment in anticipation of upcoming winter weather is required.

\$

Provide an hourly rate for Operator Training.

\$

PRICING PAGE

ITEM #7: Tractor-Trailer Unit (Low Boy Trailer)

Tractor-Trailer Units (Low Boy Trailers) must be provided with all required load securing hardware and accessories (chains, load binders, etc.) for safely transporting MoDOT equipment between work areas.

Provide the requested information for each piece of equipment you could have available when called upon, for each maintenance area you could provide service in, (you do not need to bid all areas).

Copy this page and submit separate responses if you have multiple pieces of equipment available.

The hourly rates bid are to include mobilization costs (the cost of getting to and from the work area).

VENDOR NAME:

(Please enter your company name in this block)

TYPE OF EQUIPMENT:

(Make and Model of Tractor-Trailer)

County	Maintenance Building Work Area	Zip Code	HOURLY RATE (with operator)	RESPONSE TIME (How long would it take you to get to the maintenance area after being called?)
Howard	Fayette	65248	\$	
Cooper	Boonville	65233	\$	
Morgan	Versailles	65084	\$	
Moniteau	California	65018	\$	
Miller	Eldon	65026	\$	
Miller	Iberia	65486	\$	
Camden	Camdenton	65020	\$	
Laclede	Lebanon	65536	\$	
Laclede	Nebo	65470	\$	
Pulaski	St. Robert	65583	\$	
Phelps	Edgar Springs	65462	\$	
Phelps	Rolla	65401	\$	
Maries	Vienna	65582	\$	
Cole	Jefferson City	65109	\$	
Boone	Columbia	65202	\$	
Callaway	Williamsburg	63388	\$	
Callaway	Fulton	65251	\$	
Callaway	Mokane	65059	\$	
Osage	Linn	65051	\$	
Gasconade	Drake	65066	\$	
Crawford	Steelville	65565	\$	
Crawford	Cuba	65453	\$	
Washington	Potosi	63630	\$	
Dent	Salem	65560	\$	

Provide an hourly rate for Standby Time, payable after call-out, if and when staging of equipment in anticipation of upcoming winter weather is required.

\$

Provide an hourly rate for Operator Training.

\$

PRICING PAGE

ITEM #8: Escort Vehicle

Provide the requested information for each piece of equipment you could have available when called upon, for each maintenance area you could provide service in, (you do not need to bid all areas).

Copy this page and submit separate responses if you have multiple pieces of equipment available.

The hourly rates bid are to include mobilization costs (the cost of getting to and from the work area).

VENDOR NAME:

(Please enter your company name in this block)

TYPE OF EQUIPMENT:

(Make and Model of Escort Vehicle)

County	Maintenance Building Work Area	Zip Code	HOURLY RATE (with operator)	RESPONSE TIME (How long would it take you to get to the maintenance area after being called?)
Howard	Fayette	65248	\$	
Cooper	Boonville	65233	\$	
Morgan	Versailles	65084	\$	
Moniteau	California	65018	\$	
Miller	Eldon	65026	\$	
Miller	Iberia	65486	\$	
Camden	Camdenton	65020	\$	
Laclede	Lebanon	65536	\$	
Laclede	Nebo	65470	\$	
Pulaski	St. Robert	65583	\$	
Phelps	Edgar Springs	65462	\$	
Phelps	Rolla	65401	\$	
Maries	Vienna	65582	\$	
Cole	Jefferson City	65109	\$	
Boone	Columbia	65202	\$	
Callaway	Williamsburg	63388	\$	
Callaway	Fulton	65251	\$	
Callaway	Mokane	65059	\$	
Osage	Linn	65051	\$	
Gasconade	Drake	65066	\$	
Crawford	Steelville	65565	\$	
Crawford	Cuba	65453	\$	
Washington	Potosi	63630	\$	
Dent	Salem	65560	\$	

Provide an hourly rate for Standby Time, payable after call-out, if and when staging of equipment in anticipation of upcoming winter weather is required.

\$

Provide an hourly rate for Operator Training.

\$

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:

- 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
- 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

Missouri Highways and Transportation Commission
Standard Bid/Proposal 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.

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.

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

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

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 .
- 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 .

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

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.

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.

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.

Personal Protective Equipment

- a. All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.
- b. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:
 - 1) **Daytime Flagger.** During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.
 - 2) **Daytime Worker.** During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.
 - 3) **Nighttime Flagger.** During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.
 - 4) **Nighttime Worker.** During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

Effective January 1, 2009 and pursuant to Section 285.530(1) 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 in excess of five thousand dollars by the Missouri Highways and Transportation Commission/Missouri Department of Transportation (MoDOT) to a business entity, the business entity shall, by sworn affidavit and provisions of documentation, affirm enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contract. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Acceptable enrollment and participation documentation consists of completed a copy of the E-Verify Memorandum of Understanding (MOU).

Any vendor that is not already enrolled and participating in a federal work authorization program and has the intent of doing business with MoDOT, should begin the enrollment process immediately by going to the web site below:

E-Verify is available at: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

A copy of a completed E-Verify Memorandum of Understanding (from the link above) should be returned with your Request For Quotation response along with the appropriate affidavit form.

ADDITIONAL INFORMATION FOR VENDORS:

To begin participation in the federal program it takes approximately 1-2 hours on the internet (at the link above). There is a tutorial of the program and a 50-question test. Once the test is passed, the electronically signed Memorandum of Understanding verifying program participation will be given.

Copies of the Memorandum of Understanding will be requested with all future RFQ's issued by MoDOT District 5. Therefore, It is important that the vendor prints the Memorandum of Understanding and keeps a copy because additional copies must be requested from Homeland Security if needed at a later date.

Only the first and signature pages of the Memorandum Of Understanding have to be attached to the appropriate affidavit on the following pages.

IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.
A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.

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:

**IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP,
THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH
YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.**
A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.

**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.
title business name

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: