

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES

PO Box 270, Jefferson City, MO 65102(Mailing Address)
830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

REQUEST NO.	5-151007RW
DATE	September 24, 2015

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

2:00 p.m., Local Time, October 7, 2015

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
Various MoDOT Locations

BUYER: Robin Warren
BUYER EMAIL:
Robin.Warren@modot.mo.gov

BUYER TELEPHONE: 573-526-7929

SUPPLIES OR SERVICES

Freight Transportation Services

To establish a contract to furnish “**Freight Transportation Services**” with an effective date of
Notice of Award and ending October 31, 2016 in accordance with the following pages.

*****NOTE: It is the responsibility of the Bidder to access MoDOT’s website in order to obtain
any and all addenda(s) issued during the course of this RFB process.**

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR 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 formal purchase order.*

Date: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
Address: _____

By (Signature): _____
Type/Print Name _____

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

Title: _____
**Is your firm WBE
certified?** ☐ Yes ☐ No

1. INTRODUCTION

1.1 Introduction:

This Request for Bid seeks bids from qualified organizations to provide **freight transportation services** throughout the state of Missouri with an effective contract period of Notice to Proceed/Notice of Award through October 31, 2016, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Bid must be returned in a sealed envelope per section 3.1 Bid Submission. All questions regarding the RFB shall be submitted to the RFB Coordinator listed below.

Bids must be returned no later than 2:00 p.m., Local Time, October 7, 2015.

RFB Coordinator:

Robin Warren, Sr. General Services Specialist
General Services - Procurement

Phone: 573-526-7929

E-mail: Robin.Warren@modot.mo.gov

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide freight transportation services on an as needed basis in accordance with the provisions and requirements stated herein, and to the sole satisfaction of MoDOT.
- 2.1.2 MoDOT reserves the right to obtain “like or similar” services as specified herein, exclusive of the contract, when use of such services is deemed in the best interest of MoDOT.
- 2.1.3 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the services required herein.

2.2 Specific Requirements:

- 2.2.1 Daily freight pick up service must be available on call as the need arises for all locations noted in Attachment A.
- 2.2.2 Bidder must be able to provide trucks available statewide to haul freight to and from the Jefferson City location and statewide locations identified in Attachment A.
- 2.2.3 Bidder must have commercial nationwide freight transportation service available, and be able to provide this service with short advance notification.
- 2.2.4 Bidder must obtain all permits and make all necessary special arrangements for commercial nationwide freight transportation services.
- 2.2.5 Bidder must provide tailgate delivery service. The Bidder and MoDOT employees’ cooperation is expected to ensure optimal delivery efficiency. Most freight will be delivered to standard freight docks; however, some freight will be delivered to the ground with use of MoDOT material handling equipment.
- 2.2.6 Bidder must provide all MoDOT shipping offices with preprinted and addressed bill of lading/shipping manifest forms.
- 2.2.7 Bidder’s invoice must be itemized and accurately relate to the bill of lading/shipping manifest. The bill of lading/shipping manifest must include any and all fees/surcharges. Attachment B contains a list of the allowable surcharges. Please submit this form to document the Bidder’s fees and surcharges.
- 2.2.8 Any and all allowable fees and surcharges must be included on Attachment B in order to be considered for payment for such charge(s). These fees/surcharges will remain in effect throughout the contract period. *Bidder must attach a fuel surcharge list with bid response if consideration is to be given for charges of this type.*
- 2.2.9 The Bidder must meet pick up timing requirements. Unless otherwise noted, daily loading and unloading will be accomplished between 7:30 a.m. and 3:00 p.m., local time. Freight service will not be on weekends and Missouri State Holidays, unless approved by MoDOT in advance.

2.3 Damaged or Lost Shipments:

- 2.3.1 The Bidder accepts all responsibility for shipments beginning at the point and time of pick up until the shipment has reached and been inspected at the destination. Shipments and items must reach the destination in the same condition as when the packages left the beginning location.
- 2.3.2 MoDOT has up to sixty (60) calendar days to file a claim for shipment damaged that was caused by the Bidder during the delivery of the shipment. When it is determined the damage was caused by the Bidder, the Bidder

must reimburse MoDOT the entire cost of the items damaged (including shipping costs of the items). The Bidder has thirty (30) calendar days from when the damage has been determined to be the fault of the Bidder to reimburse MoDOT for the damaged item(s).

2.3.3 MoDOT must notify the Bidder immediately upon realization of a lost shipment.

2.3.4 Since the Bidder accepts all responsibility for the shipment throughout the delivery process, if a shipment is lost, the Bidder is accountable for the entire cost (cost determined by MoDOT) of the lost freight. The Bidder has thirty (30) calendar days to locate and deliver the missing shipment, or to reimburse MoDOT the total cost of the shipment.

2.4 Performance Requirements:

2.4.1 The Bidder must pick up and transport Central Laboratory freight both to and from the locations noted in Attachment A. *The Central Laboratory anticipates mostly utilizing in-bound freight services for deliveries from the locations listed on Attachment A.*

2.4.2 Inbound freight must be delivered to the Central Laboratory within two (2) workdays after pick up from locations listed in Attachment A.

- a. The Central Laboratory requires that inbound freight be delivered by 11:00 a.m., Central Time, each workday.
- b. Outbound freight services may be requested by the Central Laboratory on an as needed basis. The outbound freight, when requested, may be delivered to locations statewide or nationwide.
- c. All pallets, containers and bundles shall be labeled and manifested by MoDOT personnel. Bidder may verify larger pallets of material when the weight has been estimated, but cannot charge MoDOT in excess of the allowable re-weigh fee provided by the Bidder in response to this bid request.
- d. When possible, the Bidder should accommodate the samples shipped to the Central Laboratory being placed on the back of the freight truck, as to get the samples to the Laboratory as fast as possible.

2.5 Invoicing and Payment Requirements:

2.5.1 The Bidder shall submit an itemized invoice to the applicable address for the completion of deliverables, as specified herein.

2.5.2 Each invoice should be itemized in accordance with items listed on the contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the contract number and must be itemized in accordance with items listed on contract. Failure to comply with this requirement may delay processing of invoices for payment.

2.5.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of services specified herein.

2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.5.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

2.5.6 Payment for all services required herein shall be made in arrears. MoDOT shall not make any advance deposits.

2.6 Other Contractual Requirements:

2.6.1 Original Contract Period - The contract shall commence from the Notice of Award until October 31, 2016.

2.6.2 Renewal Periods – MoDOT shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion therein.

- a. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
- b. The Bidder is advised that MoDOT does not automatically grant increases at the time of renewing the contract and if an increase is requested, supporting documentation of need must be provided at the time of renewal.
- c. If renewal percentages are not provided on the pricing page, the prices during renewal shall be the same as during the current contract period.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “**Freight Transportation Services**”.
- 3.1.2 All bids must be received at the following address no later than October 7, 2015 at 2:00 p.m., Central Time.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Robin Warren

PO Box 270
Jefferson City, MO 65102

Mailing Address

830 MoDOT Drive
Jefferson City, MO 65109

- 3.1.3 Bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT 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.
- 3.1.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.5 *Contract Award* – The contract will be awarded to the lowest responsive bidder based on the Grand Total on the pricing page.
 - a. Award of this bid will be made on an “All or Nothing” basis using the lowest responsive bid.
- 3.1.6 No award is final until formally approved by MoDOT.

4. PRICING PAGE

4.1 Pricing:

- 4.1.1 Indicated in the table below the freight fee for providing services in accordance with the provisions and requirements stated herein. Pricing information must be provided in all areas of the table in order for your bid to be considered responsive.
- 4.1.2 The pricing listed in the table below for FAK Class 55 will be for the weight of the freight only.
- 4.1.3 Indicate percentage discount and minimum package weight that will be billed.

Percentage Discount _____% Minimum weight*** _____

FAK Class 55 Rate per 100 lbs <i>with percentage discount</i> applied						
Location	Less than 500 lbs	500 to 1000 lbs	1001 to 1500 lbs	1501 to 2000 lbs	Greater than 2000 lbs	Total
St. Joseph, 63401						
Macon, 63552						
Hannibal, 63401						
Lee's Summit, 64064						
Chesterfield, 63017						
Joplin, 64802						
Springfield, 65801						
Willow Springs, 65793						
Sikeston, 63801						
Grand Total						\$

- 4.1.4 Use **Attachment B** to indicate additional fees and surcharges. These additional fees will not be used in determining bid award. Any fee not indicated on Attachment B will not be processed for payment by MoDOT.

4.2 Renewals:

The Bidder shall provide below the maximum percentage of increase for each renewal period. If renewal percentages are not provided for renewal period(s), pricing will remain the same as the current contract period. Renewal pricing will be calculated against the current contract price.

First Renewal Period: _____% maximum increase

Second Renewal Period: _____% maximum increase

Third Renewal Period: _____% maximum increase

Fourth Renewal Period: _____% maximum increase

Company Name

Signature

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; height: 20px;"></td> </tr> </table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> Service-Disabled Veteran's Name (Please Print)	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> Service-Disabled Veteran Business Name
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> Service-Disabled Veteran's Signature	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> Missouri Address of Service Disabled Veteran Business

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the MoDOT specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Freight Transportation Services** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Freight Transportation Services** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

Each vendor should complete the appropriate sections of form and submit with bid.

**ATTACHMENT A
SHIPPING LOCATIONS**

MoDOT Central Laboratory
1617 Missouri Boulevard
Jefferson City, MO 65109

In-Bound to above Jefferson City address from the following locations:

District	Address		Miles (1 way)
Northwest	3602 North Belt Highway	St. Joseph, MO 64506	217
Northeast - Hannibal	1711 South Highway 61	Hannibal, MO 63401	121
Northeast - Macon	26826 US Highway 63	Macon, MO 63552	107
Kansas City	600 Northeast Colbern Road	Lee's Summit, MO 64086	131
St. Louis	1590 Woodlake Drive	Chesterfield, MO 63017	116
Southwest - Springfield	3025 East Kearney	Springfield, MO 65801	132
Southwest - Joplin	2915 South Doughboy Drive	Joplin, MO 64804	204
Southeast - Sikeston	2675 North Main Street	Sikeston, MO 63801	264
Southeast – Willow Springs	3956 East Main	Willow Springs, MO 65793	140

NOTE: Locations may be added or deleted as needed throughout the contract period

ATTACHMENT B
ALLOWABLE FEES AND SURCHARGES

ITEM

AMOUNT

Fuel Surcharge

Fuel surcharge list must be attached

Fuel surcharge is to be based on \$2.35 per gallon

Stop Charge (initial stop)

\$ _____

Stop Charge (additional stops)

\$ _____

Hazardous materials (provide a flat fee)

\$ _____

(Calculations for other than a flat fee will not be acceptable)

Lift gate fees

\$ _____

Re-weighing charges

\$ _____

Detention fees for any time over 2 hours

\$ _____

Re-delivery charges

\$ _____

Cancellation charge after driver has been dispatched

\$ _____

Fees for oversized freight

\$ _____

(Provide minimum fee for evaluation and submit list of other amounts, as applicable)

Other Fees/Surcharges: (description and cost) _____

Other Fees/Surcharges: (description and cost) _____

Other Fees/Surcharges: (description and cost) _____

Company Name

Signature

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

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

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

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.

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

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.

Cargo Insurance: In addition to the above listed insurance, the Contractor shall provide a certificate of insurance for Cargo Insurance in the minimum value of \$100,000.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment Of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Holidays

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

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

- b. 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 **Monday**, the holiday will be observed on the following **Tuesday**.
- a. Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Exhibit A
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
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, stated as follows:

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

• I, the Affiant, 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, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by 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.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by 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, the Affiant, 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, the Affiant, 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 in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

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

Exhibit B
AFFIDAVIT OF LAWFUL PRESENCE 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
owner or partner business name
(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

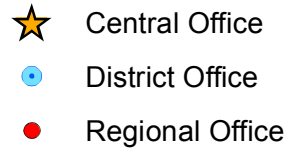
Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires:

District Map



6/27/2011