

BID FORM

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

REQUEST NO.	5-170210LT
DATE	January 24, 2017

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

2:00 P.M., Central Time, February 10, 2017

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B.
MISSOURI DEPARTMENT OF TRANSPORTATION**

Foristell, MO

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

BUYER: Lori Tackett

BUYER TELEPHONE: 573-522-9481

BUYER EMAIL: Lori.Tackett@modot.mo.gov

SUPPLIES OR SERVICES

Static Truck Scale

MoDOT is seeking bids from qualified bidders to provide and install a **Static Truck Scale** at the Official Weigh Station located at 2900 N. Service Road East, Foristell, MO 63348.

MoDOT will make available to any potential bidder full inspection access to the existing static scale for measurement, design, and engineering needs. Inspections will only be allowed between the hours of 7:00 A.M. through 3:00 P.M., Monday through Friday. To schedule a site inspection, please contact Aaron Hubbard at (573) 522-5328.

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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 (RFB) seeks bids from qualified organizations to provide and install a **Static Truck Scale** for the westbound Foristell, Missouri weigh station to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). All questions regarding the RFB shall be submitted to the RFB Coordinator listed below. Each bid must be returned in a sealed envelope per section 3.1 Bid Submission. Faxed or emailed bids will not be accepted.

Bids must be returned to the office of the General Services Division no later than February 10, 2017, at 2:00 PM, Central Time.

RFB Coordinator:

Lori Tackett
Intermediate General Services Specialist

Phone: 573-522-9481
E-mail: Lori.Tackett@modot.mo.gov

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide and install a Static Truck Scale for the westbound Foristell, Missouri weigh station to the Missouri Highways and Transportation Commission (MHTC) and the Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The Bidder shall provide all deliverables and services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT reserves the right to obtain “like or similar” services as specified herein from other providers, exclusive of the contract, when deemed in the best interest of MoDOT.
- 2.1.4 MoDOT does not guarantee that any unit/equipment will be ordered.
- 2.1.5 Unless otherwise specified, the Bidder shall furnish all material, labor, equipment, and supplies necessary to provide the deliverables and services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

2.2 Specific Requirements:

- 2.2.1 All materials, equipment, and services shall comply with the attached MoDOT Specifications, as well as any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

- 2.3.1 The Bidder shall deliver the Static Truck Scale to the following MoDOT locations:

Missouri Department of Transportation
Official Weigh Station
2900 N. Service Road East
Foristell, MO 63348

- 2.3.2 The bidder shall deliver the Static Truck Scale to the site between March 1, 2017 and May 1, 2017. Weather considerations may necessitate delaying the delivery if the temperature is not conducive to the proper concrete curing of the scale bridge deck.

2.4 Installation Requirements:

- 2.4.1 The Bidder, or a qualified contractor selected by the Bidder, shall install the Static Truck Scale.
- 2.4.2 The cost for set-up and delivery charges must be included in the stated prices(s) in Section 4, Pricing Page.
- 2.4.3 Installation of the Static Truck Scale shall be completed by June 15, 2017.

2.5 Warranty Requirements:

- 2.5.1 The Bidder must provide with the Static Truck Scale a minimum five (5) year service warranty from date of installation and shall include all parts, labor, consumable items and travel during this period.
- 2.5.2 The cost of the warranty must be included in the stated price(s) in Section 4, Pricing Page.

2.5.3 The Static Truck Scale must be warranted and serviced by the Bidder.

2.6 Liquidated Damage Requirements:

2.6.1 The bidder is directed to the “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” attached to the bid documents, regarding the amount and enforcement of liquidated damages.

2.7 Invoicing and Payment Requirements:

2.7.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables as specified herein.

2.7.2 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

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

2.7.4 Unless otherwise provided herein, payment for all equipment, supplies, or/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.

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

2.7.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MHTC’s rejection and shall be returned at the Bidder’s expense.

2.8 Other Contractual Requirements:

2.8.1 Contract Period - The contract shall commence from the date of award to June 30, 2017. This is a one-time purchase.

2.8.2 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Bidder’s expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC’s right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.8.3 Insurance Requirements:

- a. The Bidder is directed to the “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the contractor.

2.8.4 Prevailing Wage:

- a. The Bidder is directed to the “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” attached to the bid documents, regarding Prevailing Wage information.

4. PRICING

4.1 Pricing

4.1.1 The Bidder shall provide a firm, fixed price below for providing a Static Truck Scale in accordance with the provisions and requirements of this RFB. All costs associated with providing this Static Truck Scale shall be included in the price stated below. Sign where indicated below and return with all required solicitation documents.

Option 1 – Static Truck Scale System Only

Item #	Description	Make/Model	Quantity	Unit	Firm, Fixed Price, <i>Per Unit</i>	Extended Price
1	Static Truck Scale, per the attached specification in this bid		1.00	Each		

Option 2 – Static Truck Scale System – with Bidder Disposal of Deficient Weighbridge

Item #	Description	Make/Model	Quantity	Unit	Firm, Fixed Price, <i>Per Unit</i>	Extended Price
1	Static Truck Scale, per the attached specification in this bid		1.00	Each		

Company Name

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

ANTI-COLLUSION STATEMENT

STATE OF _____)

_____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____

Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and Transportation Commission) in the penal sum of _____ Dollars (\$ _____), to be paid to the State of Missouri, or the Missouri Highway and Transportation Commission, to be credited to the State Road Fund and Principal and Surety binding themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission for furnishing a Static Truck Scale in St. Charles County, Request for Bid Number 5-170210LT, for construction or improvement as set out in said bid.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal, and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of the Bid, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees, and any other expense of recovery.

Principal

Surety

By _____

Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct surety business in the State of Missouri.

END OF SECTION

MoDOT SPECIFICATION

Static Truck Scale System

Weighbridge Requirements:

- The Bidder shall provide one (1) multi-platform static scale designed to meet all requirements of this RFB for use in a commercial motor vehicle law enforcement application.
- The static scale shall be National Type Evaluation Program (NTEP) Class IIIIL approved.
- The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44 (NIST H-44). The scale manufacturer shall provide a Certificate of Conformance (NTEP Certification) to these standards upon request.
- The static scale shall conform to the HS-20 loading structural requirements as described in the latest edition of the *Standard Specifications for Highway Bridges* by the American Association of State Highway and Transportation Officials.
- The manufacturer shall have a quality system that has been registered to the standards of ISO 9001.
- The weighbridge shall have a minimum five (5) year warranty against defects in materials and workmanship. The warranty shall cover all costs associated with replacement parts, travel, mileage, on-site labor and recalibration after repair, the full cost of which shall be supported solely by the manufacturer and not by any other third party.
- The scale shall be designed to perform as a single weighing platform and shall be of flat-top design. The scale shall not have side guide rails extruding from surface.
- The scale shall have a clear and unobstructed weighing surface of not less than one-hundred and ten (110) feet long and twelve (12) feet wide.
- The scale shall be fully electronic in design and incorporate a restraint system that limits the motion of the weighbridge deck.
- The design and manufacture of the scale weighbridge, load cells, and digital instrumentation shall be of one manufacturer to maximize compatibility and availability of components.
- The scale weighbridge shall consist of three load platforms. The configuration shall provide for the simultaneous weighing of the steering axle, drive axles, and trailer axles. The load platforms may utilize modular construction design.
- The weighbridge deck shall be supported by an integral steel structure. The structure shall not require any welding or fabrication on site to facilitate the installation of the scale.
- To minimize the time and effort required to remove and replace components, the weighbridge shall be designed to allow access to the load cells from the top of the scale platform.

- There shall be no bolted connections between the load cell and the weighbridge assemblies.
- The prefabricated scale modules shall be designed to enable field pouring of concrete without additional field forming.
- The scale weighbridge shall be capable of weighing trucks having a tandem axle weight of up to 70,000 pounds.
- Each scale platform shall have a minimum Concentrated Load Capacity (CLC) of 90,000 pounds.
- The scale shall have a minimum gross weighing capacity of 100 tons.
- Each scale platform weight shall be calibrated and displayed in increments of no more than 20 pounds.
- The weighbridge deck shall be poured and constructed of concrete with a minimum strength of 4,000 psi at a 28 day cure with 5% to 7% air entrainment.
- The weighbridge shall be shot blasted to a minimum SSPC-SP6 specification prior to the application of the surface finish.
- All exterior surfaces of the scale shall be coated with a high build epoxy finish or powder coat to resist corrosion and ensure durability.
- For replacement weighbridges with a taller profile that would not otherwise allow for a flush installation into the existing foundation, the Bidder may, at their own cost, modify the ingress and egress (approach/exit) to accommodate the additional height. For weighbridges requiring less than one and a half (1.5) inches of additional clearance, the overall length of the elevating wedges shall be no less than twenty (20) feet as calculated from the start/end of the weigh bridge. For weighbridges requiring more than one and a half (1.5) inches but less than three (3) inches of additional clearance, the overall length of the elevating wedge shall be no less than forty (40) feet as calculated from the start/end of the weigh bridge. To ensure durability of the reconstructed ramps, the entire length of existing pavement (20 feet or 40 feet) shall be removed and replaced in whole. Milling and concrete bonding will not be allowed. Weighbridge profiles that are greater than three (3) inches of additional height will require a complete modification of the weighbridge foundation. For weighbridge profiles less than three (3) inches difference in surface height, the Bidder maintains the option of modifying the weighbridge foundation in lieu of constructing new approaches at their election.

Scale Foundation Requirements:

- The foundation shall meet all local requirements and the minimum specifications as stated in this section.
- At the Bidder's expense, the existing weigh scale foundation may be modified, if necessary, to ensure compatibility with the new weighbridge installation.
- The foundation shall provide a minimum of three (3) inches of clearance to the weighbridge along the entire length of the scale.

- The foundation shall include an approach on each end of the scale in accordance the prescribed guidelines of NIST HB-44 in addition to those provided in the **Weighbridge Requirements** section.

Load Cell Requirements:

- Each load cell shall have a minimum capacity of 75,000 pounds with a 150% safe overload rating and a 200% ultimate overload rating.
- Each load cell shall have a minimum five (5) year warranty against defects in materials and workmanship and failure resulting from lightning or surge voltages. The warranty shall cover all costs associated with replacement parts, travel, mileage, on-site labor and recalibration after repair, the full cost of which shall be supported solely by the manufacturer and not by any other third party.
- The load cell shall be constructed of stainless steel and be hermetically sealed with a minimum IP68 rating.
- All load cells shall be certified by NTEP and meet the specifications as set forth by NIST HB-44 for Class IIII devices. The manufacturer shall provide a Certificate of Conformance to these standards upon request.
- All load cell cabling shall be protected by rigid or flexible conduit to isolate components from adverse environmental conditions and rodents.
- Surge voltage protection shall be provided for the electrical isolation of all scale components.
- There shall be no bolted connections between the load cell and the weighbridge assemblies.

Scale Instrumentation Requirements:

- The Bidder shall provide a weight indicator as part of the comprehensive scale system.
- The scale indicator shall be NTEP certified as legal-for-trade.
- The scale indicator shall, at a minimum, have the capability to graphically display all weight and transactional data to the operator including but not limited to: Weight, Time & Date, Mode of Operation (Gross or Net), and Weighing Unit (lb. or kg).
- The scale indicator shall support connectivity to a report printing device.
- The Bidder shall provide exterior mounted LED remote displays. These displays shall indicate each axle weight as well as a cumulative gross weight.
- The remote display housing enclosure shall meet a minimum IP65 rating.
- The remote display characters shall be a minimum of 5” and support all standard ASCII characters.

- The Bidder shall provide an integrated software application for use on a personal computer to be used in lieu of the weight indicator.

Field Services Requirements:

- The Bidder shall provide all special equipment and labor necessary for the removal of deficient scale platforms. The MHTC/MoDOT will provide for the removal of the steel walking grates parallel to the scale deck.
- The Bidder shall provide all special equipment and labor necessary for the installation of the new scale platforms. In bid **Option 1**, the Bidder is not responsible for the transportation of the deficient scale platforms to an off-site location. In bid **Option 2**, the Bidder shall provide for all transportation and disposal services of the deficient scale platforms.
- The Bidder shall pour and finish all concrete decks.
- The Bidder shall wire, test and calibrate scale. The Bidder shall certify and successfully place in to service with the State of Missouri Department of Agriculture—Division of Weights and Measures.
- All power and conduit from the electric service panel to the scale termination shall be provided by the MHTC/MoDOT.
- The Bidder shall provide all freight of new weighbridge and components to job site.
- All costs or services not expressly identified in this document as being the responsibility of the MHTC/MoDOT shall be paid for or performed by the Bidder to the satisfaction of this procurement.

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.

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/Proposal 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.

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.

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.

Bid Guaranty/Contract Bond

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

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Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

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

Construction Safety Program

Missouri law, 292.675, RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675, RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675, RSMo.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290, RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **St. Charles**. The **Annual Wage Order #23, Incremental Increase #7**, is attached to the bid documents.
- c. Pursuant to the requirements of the Chapter 290, RSMo, not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290, RSMo, as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

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Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$500 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

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.