

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - PROCUREMENT
St. Louis District, 2309 Barrett Station Road
Ballwin, MO 63021

REQUEST NO.	SL15-084-R7
DATE	April 1, 2015
PAGE NO.	1
NO. OF PAGES	19

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

10:00 a.m., Central Time, April 16, 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

MoDOT TO DELIVER

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

SUPPLIES OR SERVICES

Truck Painting

St. Louis District of the Missouri Department of Transportation wishes to establish fixed prices on the sandblasting, priming, and /or finish painting of single axle, tandem axle, and one-ton trucks per attached Scope of Work. Trucks to be inspected and necessary repairs performed by MoDOT personnel prior to contractor service. MoDOT will deliver trucks to contractor location. Estimated quantities for this season are listed on attached pricing page. This will be a Multiple Awarded contract. **Note: Awarded Contractor(s) must be located in or near the Metro St. Louis Area to facilitate MoDOT truck delivery and pickup. Location of Contractor may be a factor in award.**

Pricing to remain firm through December 31, 2015. St. Louis District wishes an agreement that will allow the option to extend any contract awarded hereunder for a period of one (1) or two (2) additional years from the date of expiration. Please note and fill out attached "Renewal Option" page. Quantities given are estimates and are not guaranteed. Actual quantities may be increased or decreased on an as needed basis. Truck scheduling anticipated to begin May 1, 2015 and completed by October 31, 2015.

Each Bidder must submit with their bid the information requested in the specifications for the products used in the execution of work, including the brand, name, manufacturer, and product specification sheet.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within 30 days after receipt of formal purchase order.

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____		_____
Federal I.D. No.	_____	By (Signature):	_____
Email Address:	_____	Type/Print Name	_____
		Title:	_____

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid (RFB) seeks bids from qualified organizations to provide Truck Painting.

Each bid must be mailed or hand delivered in a sealed envelope to Ms. Stephanie Austin Rashid, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, MO 63021.

All questions regarding the RFB shall be submitted to Ms. Stephanie Austin Rashid within three (3) business days of bid closing. Bids must be returned to the office of Ms. Austin Rashid no later **than 10:00 a.m., Central Time, April 16, 2015.**

RFB Coordinator:

**Ms. Stephanie Austin Rashid, CPPB
General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road
Ballwin, MO 63021
PHONE: (314) 301-1439; FAX: (314) 301-1437**

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

1.2 General Information:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of services for Truck Painting as set forth herein.

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

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Signature Page(s)
- 6) Terms and Conditions

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

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

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

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

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

1.2.4 A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. No bids by telephone, telegram, or telefax will be accepted.

1.2.5 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.

2. SCOPE OF WORK

RFB SL15-084-R7, Truck Painting

Pricing is to remain firm through December 31, 2015. The Missouri Department of Transportation, St. Louis District, wishes to enter into an agreement with multiple vendors that will allow the option to extend any contract awarded hereunder for a period of one (1) or two (2) additional years from the date of expiration. Please note and fill out attached "Renewal Option" page. Quantities given are estimates and are not guaranteed. Actual quantities may be increased or decreased on an as needed basis. Truck scheduling anticipated to begin May 1, 2015 and completed by October 31, 2015.

2.1 DESCRIPTION

2.1.1 To provide MoDOT, St. Louis District means of sandblasting/painting single axle, tandem axle, and one-ton trucks. Areas to be treated include, (but may not be limited to) Dump Beds (Western style with no cross members) and Truck Frames; frames to include undercarriage and frame area exposed from cab back.

2.1.2 Items not to be painted (protect/cover)

- **Hydraulic Components (hydraulic tanks and valve enclosures)**
- **Gauges/Valves/Fittings, Etc.**
- **Cabs/Glass**
- **Wheels/Tires/Brakes**
- **Bed Interiors (unless specified)**
- **Identification Labels/Painted Signs/Other Markings**

2.1.3 Front and wing plows added as an optional item on the contract

2.2 PREPARATION

2.2.1 Examine all surfaces to be painted, notify MoDOT representative of any conditions, which may adversely affect the execution of the work.

2.2.2 Apply coatings to surfaces that clean, dry, and in suitable condition to receive finishing.

2.2.3 Protect/cover all items that are not to receive coatings.

2.2.4 Solvent/Detergent clean all areas displaying contaminants such as grease and/or oil.

2.2.5 Thoroughly wash all substrates with Chlor-Rid DTS to remove all salt deposits prior to abrasive blasting. Salt deposits left on the substrate may cause premature failure of the coating system.

2.2.6 Abrasive blast all surfaces receiving coatings to an SSPC-SP10 White Metal Blast to achieve a Two (2)-mil blast profile.

SCOPE OF WORK CONTINUED

RFB SL15-084-R7, Truck Painting

2.3 APPLICATION

- 2.3.1 Apply materials using skilled painters under competent and constant supervision, in strict accordance with the manufacturer's instructions (including coverage rates and film thickness).**
- 2.3.2 Coverage of each coat must be sufficient to conceal color of the previous coat, minimum of two coat applications for topcoat. Primer to have average thickness of 4-6 mil thickness.**
- 2.3.3 Vary color of successive coats of the topcoat materials to permit ready visual inspections of product and coverage. Allow each coat to completely dry before applying succeeding coats.**

2.4 MATERIALS

- 2.4.1 Salt Remover- Chlor-Rid DTS**
- 2.4.2 Primer- Macropoxy 646 Fast Cure Epoxy**
- 2.4.3 Top Coat- MODOT Equipment Yellow- Sherwin Williams Fast Production Enamel, Rex No. F75YC4 or *approved functional equivalent*. Full gloss: volume solids 28-34%; dry to touch 10 minutes; recoat 30 minutes. Color number needed to match equipment: International 100AGS4421.**

2.5 WELDING AND MINOR REPAIRS

- 2.5.1 If any welding or minor repair work is determined necessary in order to complete sand blasting/painting work successfully; this work must have prior approval from MoDOT Supervision.**

2.6 INSPECTION

- 2.6.1 Inspection of completed work to be performed by painting supervisor. Any deficiencies will be immediately corrected. Notify MoDOT representative when a prepared item is ready for inspection, approval, and pick up.**

2.7 ENVIRONMENTAL

- 2.7.1 Must be compliant and meet all Department of Natural Resources (DNR) requirements, as well as be compliant with city/county requirements and have all permits necessary to sandblast.**

2.8 General Requirements:

- 2.8.1 The contractor shall provide Truck Painting on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.8.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.8.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.8.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.8.5 Past history and prior services with MoDOT (if applicable) will be taken into consideration and will be a factor in award.

2.9 Delivery Requirements:

- 2.9.1 MoDOT shall deliver trucks to contractor location.

2.10 Liquidated Damage Requirements:

- 2.10.1 The contractor shall agree and understand that providing the Truck Painting in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - a. In the event the contractor fails to provide Truck Painting in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$100.00 per day for each such delinquent day.
 - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
 - c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
 - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

2.11 Invoicing and Payment Requirements:

- 2.11.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation
Business & Benefits
1590 Woodlake Drive
Chesterfield, MO 63017-5712

- 2.11.2 The contractor 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.
- 2.11.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.11.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.11.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

2.12 Other Contractual Requirements:

- 2.12.1 Contract Period - The contract shall commence from the date of award until December 31, 2015 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.12.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
 - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.12.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.13 Additional Information:

- 2.13.1 Springs, axels, differential housing and suspension parts are included as areas to be treated only from the cab back as stated in Section 2.1.1: "...frames to include undercarriage and frame area exposed from cab back". To elaborate it would be that when the dump bed is raised the chassis from the cab back is fully exposed therefore it is explained "frame area exposed from cab back". In the past, the expectation has been also to capture the areas forward of the "back of the cab" to the front of the vehicle below the body line that are visible to a walk around such as the side steps for the cab, the exposed area of the fuel tank, tool box and front bumper & plow brackets. Other areas include hydraulic pump, hoses, cylinder, bracket, bottom of frame rail, hydraulic valve enclosure, steps, hitch, hitch plate, d rings, etc.
- 2.13.2 Tarp systems are removed by the vendor.
- 2.13.3 MoDOT understands that our trucks are exposed to an extreme amount of asphalt and can often times be too much for a sandblaster to remove from the suspension parts. Therefore, we don't expect a vendor to get all the material off the suspension parts.
- 2.13.4 Clarification of option of (BED FLOOR) on pricing page: This is an "option" but we don't typically exercise it on dump beds. To elaborate, the "bed floor" is an area on our dump trucks that takes much abuse and constant wear so we typically do not paint the interior of the beds below where the typical wear line is from material being hauled in the dump beds. Usually, it is expected that the inside of the dump beds would be blasted, primed and painted from the top of the bed to about a foot down the inside of the bed. Again, this is usually where steady wear begins from hauling material. Any painting at that point would be unnecessary simply because it would be worn off from hauling material.

This "option" would be and has been used in the past for a flatbed type truck where material is not hauled and rust develops.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked **“SL15-084-R7 Truck Painting”**.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. **“INTRODUCTION AND GENERAL INFORMATION”**.
- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
 - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements.
- 3.1.6 Cost Determination – All bid pricing for each vendor shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period.
- 3.1.7 Contract Award – Award of this bid will be made on a **“Multiple Award”** basis using the **“lowest and best”** principle of award.
 - a. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGE

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

ITEM	*PREP/PRIME COAT (Cost per Truck)	**TOPCOAT (Cost per Truck)	TOTAL (Cost Per Truck)	EST. QTY	TOTAL EXTENDED COST
Single Axle Trucks				35	
Tandem Axle Trucks				15	
One Ton or Crew Cab (Optional)				1	
Bed Floor (Optional)				1	
Hourly Welding and/or Minor Repair Rate if Needed and Approved					
Front Plow 12' (Optional)					
Front Plow 14' (Optional)					
Wing Plow 8' (Optional)					

- INDICATE MANUFACTURER, BRAND OF PRIMER, (INCLUDE PRODUCT INFORMATION SHEET)

- ** INDICATE MANUFACTURER, BRAND OF TOPCOAT, (INCLUDE PRODUCT INFORMATION SHEET)

VENDOR NOTES:

DATE:_____COMPANY:_____

OFFICER:_____SIGNATURE:_____

4. PRICING PAGE (Continued)

4.2 RENEWAL OPTION

In the event that the Missouri Highway Transportation Commission (MHTC) exercises its options to renew the contract for two (2) additional two-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

FIRST RENEWAL PERIOD

_____ % of maximum increase OR

_____ % of maximum decrease

SECOND RENEWAL PERIOD

_____ % of maximum increase OR

_____ % of maximum decrease

It is agreed that if any renewal option granted herein is exercised, the MHTC will notify the contractor prior to the expiration date. **Escalating factors in options will not automatically be granted. Any request for an increase in price must be substantiated by corresponding increase in vendor costs and submitted in writing to the Missouri Highway Transportation Commission buyer or record.** No increase will be granted without prior approval of the Missouri Highway Transportation Commission or its assigned representative.

Company Name

Signature

Title

Date

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

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

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

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

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

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

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

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

Affiant Signature

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

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program to be submitted]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ 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:

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order

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

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

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

Preferences

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

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT **2. SCOPE OF WORK** and any other provisions outlined in the solicitation documents.

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

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. 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, 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm