

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

REQUEST NO.	SL14-032-RW
DATE	August 23, 2013
PAGE NO.	1
NO. OF PAGES	15

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

10:00 a.m., Local Time, September 3 2013

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

THIS QUOTATION MAY BE FAXED OR

EMAILED

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

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

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

SUPPLIES OR SERVICES

Provide Fabric Type Stressed Skin Membrane Structure Covering

DELIVERY DATE: 20 Working Days from Notice to Proceed

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of

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

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

Is your firm MBE certified?

☐ Yes ☐ No

Title:
Is your firm WBE certified?

☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Quote seeks bids from qualified organizations to provide a “Fabric Type” stressed Skin Membrane Structure Covering in accordance with terms and specifications of the RFQ.
- 1.1.2 Delivery location: Missouri Department of Transportation 2273 North Service Rd. East, St. Clair, MO.

Quote may be mailed, hand delivered, faxed, or emailed to Ms. Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

All questions regarding the RFQ shall be submitted to Ms. Teresa (Terri) Mount. Bids must be returned to the office of Ms. Mount no later **than 10:00 a.m., Local Time September 11, 2013.**

RFQ Coordinator:

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

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

1.2 General Information:

This document constitutes an invitation for competitive, quotes for the procurement of a stressed skin membrane of a fabric type to be used to cover a salt storage structure in accordance with terms and specifications of this RFQ as specified in these provisions.

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

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

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

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

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

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

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

Specifications
SL14-0132-RW

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pre-engineered, shop-fabricated structural steel building frame.

1.2 REFERENCES

- A. AISC - Specification for Structural Steel for Buildings - Allowable Stress Design and Plastic Design.
- B. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A325 / A325M - High Strength Bolts for Structural Steel Joints.
- D. ASTM A653 / A653M – Sheet Steel, Zinc-Coated (Galvanized) or Zinc Iron Alloy Coated (Galvanized) by the Hot Dip Process.
- E. ASTM A501 - Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- F. ASTM A550 – Structural Steel with 60ksi Minimum Yield Point.
- G. AWS A2.0 - Standard Welding Symbols.
- H. AWS D1.1 - Structural Welding Code - Steel.

1.3 SUMMARY

The Missouri Department of Transportation located at 2273 North Service Rd East, in St.Clair, MO desires the manufacturer and delivery of a “Fabric Type” Stressed Skin Membrane Salt Storage Structure with metal frame work. The structure will be erected on interlocking concrete blocks installed by MoDOT. The structure will be closed on one end and open on the opposite. The structure size will be 42’3” wide * 96’ long with a vertical height of 14’6” from bottom of main truss to bottom of truss anchor plate. The structure shall be rectangular in shape, but the building profile is not restricted to the standard arch truss, gabled end, or other truss profiles meeting the height requirements will be accepted. The interior of the structure below the main trusses shall be clear span free of any structural support members and shall provide unobstructed floor space. No exterior purlins, guy ropes or cables shall be used for anchoring the structure. **The awarded manufacture will have 20 working days to deliver the pre-engineered fabric structure once the notice to proceed has been issued.**

1.4 ENGINEERED DESIGN REQUIREMENTS

The structure shall be designed in accordance with appropriate building code standards for the state of Missouri. Primary and secondary framing shall comply with current issues of AISC, AISI, NEMA, and ASTM specifications, as applicable. Structural members shall be designed using Allowable Stress Design (ASD) or Load Resistance Factored Design (LRFD) for the design loads given below. Appropriate safety factors to yield and ultimate strength shall be maintained. Wind load factors and coefficients used in design of structural members must be in accordance with Missouri code guidelines.

- A. Design members to withstand 12 psf live load and 3 psf collateral load (minimum) or as determined by the collaboration of equipment suppliers.
- B. Snow Loads: The structure shall be designed based upon a 20 psf nominal snow load.
- C. Wind Loads: The structure shall be capable of withstanding wind loads of 90 mph, (3 second wind gust) (Exposure “C”).
- D. Rainfall: The structure shall be capable of withstanding the effects of rainfall up to 4 inches per hour for at least 2 hours.
- E. Permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of -15° to +115° F.
- F. Building plans to be sealed by a Professional Engineer, Licensed in the state of Missouri.

- G. The structure shall be capable of being erected on concrete and of accepting differential settlement of up to 2-1/2% between truss positions.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, and openings; general construction details, anchorages and method of anchorage, method of installation; framing anchor bolt settings, sizes and locations from datum and foundation loads; indicate welded connections with AWS A2.0 welding symbols; provide professional seal and signature.
- C. Samples: Submit two samples of fabric covering for each color selected, 6x6 inch in size illustrating color and texture of finish.
- D. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- E. Design structural components, develop shop drawings, and perform shop and site work under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Missouri.

1.6 WARRANTY

- A. Membrane - Provide a fifteen-year prorated warranty to include coverage for exterior surfaces, including: main structure fabric, end wall fabric, tearing, or puncturing. Include coverage for weather tightness of building enclosure elements after installation.
 - 1. Five-years full coverage on material.
 - 2. Beginning on the sixth year with 100% coverage the warranty will be prorated including material costs at a rate of 1/120th per month for the last ten years.
- B. Steel – Provide a fifteen-year prorated warranty to include coverage for the steel structure including: Main Steel Framework - steel trusses, purlins, and brackets; End Steel Framework – vertical columns, horizontal members, steel door parts, and brackets.
 - 1. Five-years full coverage including materials and replacement parts for defects in material and workmanship under normal use and corrosion resistance.
 - 2. Beginning on the sixth year with 100% coverage the warranty will be prorated including materials and replacement parts at a rate of 1/120th per month for the last ten years.

PART 2 PRODUCTS

Pre-engineered fabric storage meeting the following specifications including structural design as approved by a licensed Professional Engineer.

2.1 DESIGN REQUIREMENTS

- A. Fabric.
 - 1. Novashield RU88X-6 12.5 oz. fabric or equivalent, tan in color.
 - 2. The building cover shall be manufactured utilizing a process, which eliminates 99% of the stretch post fabrication. In order to provide for a good finished appearance and to insure weather tightness, the membrane shall be assembled and tensioned, in a manner to minimize wrinkles in hot and cold temperatures. Each bay (frame centerline to frame centerline) shall utilize a single piece membrane with an extruded PVC core. The membrane must be attached using Keder as specified below. The PVC core will be sealed within the membrane by using a Miller Weld Master Rotary sealer designed specifically for Keder production. The Keder will be attached to the main truss cord utilizing extruded aluminum channel, which shall be fastened using galvanized/zinc-coated screws. A single (one piece) membrane over the entire structure will not be acceptable.
 - 3. Base Tensioning System: The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has a remaining range of adjustment.
 - 4. The structure supplier will provide all materials and methods necessary to fully tension and seal the

membrane material around all door, ventilation and other openings as well as around the structure perimeter below the main tensioning system. This seal shall provide a neat and finished appearance and eliminate any loose membrane cladding that could otherwise be damaged by flapping or abrasion. When a membrane skirt is required, this shall be supplied and attached at the base perimeter to allow a reasonable seal against air and water intrusion.

5. The structure membrane shall not be designed to function as a structural member such that, should any damage to or penetrations of the membrane occur, the integrity of the structural framework shall not be affected.
6. The membrane shall be tensioned in a fashion that requires minimal on going maintenance and continuous re-tensioning.

B. Building Framework

1. All structural steel shall be ASTM A 500, Grade C structural steel.
2. Minimal allowable tubing thickness of .083" or 14 gauge.
3. All structural steel is to be hot dip galvanized post fabrication to meet: CSA G164-M92 and ASTM A123 Standards Average Zinc Coating of 810 g/m². All fabrication of steel trusses and purlins including connection plates and other related components must be fabricated prior to any galvanizing to ensure complete interior and exterior coverage of zinc coating.
 - a. All manufactured component surfaces, both interior and exterior, to have a minimum of 1.75 oz/ft² (\pm 5%) of zinc.
 - (1) 1 oz. zinc/ft² (320 g/m²) of surface = 1.7 mil (43um).
4. Painting of steel components shall only be utilized if necessary for field repairs and shall not be employed as a factory finish. Should field repair be necessary, a zinc-rich field coat shall be used.
5. Deformed, flattened, or sheared tubing is not allowed in truss design or manufacturing. Center material used to maintain truss rafter cord centers must be continuously solid sheet, or overlapping or intersecting bars. Bars to be solid or square steel tube.
 - a. Gaps between center material where truss rafter cords are subject to loading will not be allowed in truss design or manufacturing.
6. Provide steel tube fabric rub rail at base plate connections.
7. Center material that requires venting for hot dip galvanizing must be uniformly vented with methods that promote strength and coating quality. Center material that is vented with grinding wheels, cut slots or irregular circles produced by torch method will not be allowed.
8. The manufacture is responsible for the design of the structural support members and the installation of the end wall louvers as specified and shown in the drawings supplied by the manufacture.
9. Purlin spacing to provide for structural stability and to provide for installation of accessory items, the main structural trusses shall be laterally braced by tubular purlins at intervals required by the truss design.

C. End Wall Framework

1. End wall structural framework to be engineered cold formed tube steel with minimum properties of 50 KSI yield.
 2. All end wall framework components to be hot dipped galvanized to ASTM A123.
- a. All end wall component surfaces, both interior and exterior, to have a minimum of 1.25 oz/ft² (\pm 5%) of zinc.
- (1) 1 oz. zinc/ft² (320 g/m²) of surface = 1.7 mil (43um).
 3. End wall frame material at doors and vents to be engineered cold formed "C", "Z", and "L" or engineered structural tubing or W-beams.
 4. Minimum allowable tubing thickness of .083" or 14 gauge.
 5. Fabricate in such a way that splicing and connections are minimized.
 6. Deformed, flattened, or sheared tubing is not allowed in end wall design or manufacturing.
- D. Bolts, Nuts, and Washers
1. Bolts subject to extreme stress and wear shall be structural bolts of Grade 5 and plated /

galvanized or upgraded with Sun Seal corrosion resistance. All bolts shall be installed and securely torqued so as to prevent change in tightness. Those subject to removal or adjustment shall not be swaged, peened, staked, or otherwise installed.

2. ASTM A325 minimum grade specification, galvanized to ASTM A153.
 3. All connections to use a retaining compound.
- E. Plate or bar stock to be ASTM A529 / ASTM A529M.
- F. All welds must conform to American Welding Standards D1.1; type required for materials being welded.
- I. Ventilation Louvers
1. Provide (1) 54" x 56" louver at the end wall as shown, non-operable, with a galvanized bird and insect screen. Contractor to provide adequate blocking for louvers.
- J. Grout: ASTM C1107, Non-shrink type, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents, capable of developing minimum compressive strength of 2400 psi in two days and 7000 psi in 28 days.

END OF SECTION

2.2 Liquidated Damage Requirements:

2.2.1 The contractor shall agree and understand that providing the pre-engineered fabric structure 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.

2.1.2 If the contractor does not complete the delivery outlined in this contract no later than **20 Working Days following Notice to Proceed**, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, regulation, with its resulting cost to the travelling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$300 per day** for each full day that the delivery is not complete in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

- a. The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract. Days that the Department has suspended the contractor's work will not be assessed liquidated damages.
- 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.
 1. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of MoDOT to pursue other appropriate remedies.

2.3 Invoicing and Payment Requirements

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

Missouri Department of Transportation

Business & Benefits
1590 Woodlake Dr.
Chesterfield, MO 63017-5712

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

2.3.3 The contractor shall be paid in accordance with the firm, fixed process stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.

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

2.3.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax, and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.

2.3.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

2.3.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

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

3.0

SUBMISSION SL14-032-RW

Quote Submission Information:

3.1 All quotes must be received by closing indicated below, they may be faxed, emailed or delivered **“SL14-032-RW”**. Fabric Structure

3.1.2 All bids must be received at the following address no later than **September 3, 2013 at 10:00 a.m., Local Time.**

The Missouri Department of Transportation
Procurement Division
Attn: Teresa (Terri Mount)
2309 Barrett Station Rd.
Ballwin, MO. 63021
Fax: 314- 301- 1437 or Teresa.Mount@modot.mo.gov

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 RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ 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 RFQ 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 RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than three (3) working days prior to the RFQ 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 RFQ 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, and to determine the lowest and best responsible bid.

3.1.6 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

3.17 Contract Award – The contract will be awarded to the lowest responsible bidder determined as specified above.

- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best responsible” principle of award.
- b. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results

4. PRICING PAGE SL14-032-RW

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period and a maximum price for each potential renewal 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.

Fabric type Stressed Skin Membrane Structure Covering:

TOTAL LUMP SUM COST:

COMPANY: _____ **DATE;** _____

SIGNATURE: _____

PRINTED NAME/ TITLE: _____

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.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to 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

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.

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.

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.

Delivery – Additional Requirements

- 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 **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.