



**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR
PURCHASES FROM \$3,000 TO \$24,999.99
THIS IS NOT AN ORDER**

REQUEST FOR QUOTATION

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

TODAY'S DATE: OCTOBER 21, 2014	QUOTE DUE BY (DATE AND TIME): OCTOBER 30, 2014 10:00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE COMPLETED ON OR BEFORE: 25 WORKING DAYS AFTER NOTICE TO PROCEED	QUOTATION #: SL15-054-R7 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: STEPHANIE AUSTIN RASHID, CPPB 314-301-1439 STEPHANIE.AUSTINRASHID@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION ST. LOUIS DISTRICT PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:314-301-1437 or 573-526-0016		Job Locations: Maryland Heights Project Office 2620 Adie Road Maryland Heights, MO 63043

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED.

Quantity	U/M	DESCRIPTION (including, size, and/or part #'s)	TOTAL PROJECT COST
1	Lump Sum	Maryland Heights Fence & Gate Relocation Project	

All Work Must Be Completed According to Scope of Work on Page 3 and 02830 Chain Link Fence Specification.
Please reference attached Attachment A, B, & C.

Annual Wage Order #21 to apply for St. Louis County. The bidder is advised that prior to submitting a bid, the bidder must review the annual wage order for each applicable county. The annual wage order is included as an attachment to the solicitation document.

Please note: Terms and Conditions have been updated to include the PPE (Personal Protective Equipment) language for contractors and subcontractors.

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.

Vendor Note: 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.

VENDOR NAME:

THIS IS NOT A SEALED BID. QUOTATIONS CAN BE FAXED TO EITHER FAX NUMBER ABOVE.

Note to Respondent: 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.

Pursuant to 285.530 RSMo, the bidder/offoror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **AFFIDAVIT OF WORK AUTHORIZATION** and
- providing documentation affirming the bidder's/offoror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- 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/xprevprot/programs/gc_1185221678150.shtm

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

Maryland Heights Fence & Gate Relocation Project Scope of Work

The Missouri Department of Transportation is requesting a bid for a fence and gate relocation project located at 2620 Adie Rd, Maryland Heights, MO 63043. Attachment A and B shows the existing gate and fencing location. Attachment C shows the relocated location of the gate and fencing. The contractor must follow all specifications in attachment 02830 when installing the fence and gate. The contractor must reuse the existing 33'6" gate and extend it to accommodate the 28' desired opening. The contractor must also reuse the existing 7' fencing, brackets, and top rail for the new location. The three strand barbed wire, fence posts, 4 nylon gate rollers, and additional gate material must be new and meet the specifications in 02830. The existing posts must be cut below grade and covered back up with soil once the 7' fencing has been relocated. All excess posts, fencing, and misc. material must be removed from the site. Contractor is responsible for utility locates. The contractor will have 25 working days to complete the project once the notice to proceed has been issued. Onsite inspections can be setup by appointment only. Please contact Allen Lane at Allen.Lane@modot.mo.gov to schedule the appointment.

CHAIN LINK FENCES**PART 1 GENERAL****1.1 SUMMARY**

- A. Provide chain link fence system where shown on the Drawings, as specified herein and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01620.

PART 2 PRODUCTS**2.1 DIMENSIONAL DATA**

- A. General:
 - 1. Pipe sizes indicated are commercial pipe sizes.
 - 2. Tube sizes indicated are nominal outside dimensions.
 - 3. H-section sizes indicated are normal flange dimensions.
 - 4. Roll-formed section sizes indicated are the nominal outside dimensions.

2.2 GALVANIZING

- A. On steel framework and appurtenances, provide galvanized finish with not less than the following weight of zinc per sq ft.
 - 1. Pipe: 1.8 oz, complying with ASTM A120.
 - 2. H-sections and square tubing: 2.0 oz, complying with ASTM A123.
 - 3. Hardware and accessories: Comply with Table I of ASTM A153.
 - 4. Fabric: 2.0 oz, complying with class II of ASTM A121.

2.3 FABRIC

- A. Provide number 9 gauge or 0.148" wires in 2" mesh, with top and bottom selvages twisted and barbed.
- B. Provide fabric in one-piece widths.

2.4 POSTS, RAILS AND ASSOCIATED ITEMS

- A. End, corner, slope and pull posts: Provide at least the following minimum sizes and weights:

Material and dimensions:	Lbs per linear ft:
Pipe, 2.875" O.D.	5.79
Tubing, 2-1/2" square:	5.70
Roll-formed section, 3-1/2" x 3-1/2":	5.14
- B. Line posts: Provide minimum sizes and weights as follow:

Material and dimensions:	Lbs per linear ft:
Pipe, 2.375" O.D.	3.65
H-section, 2.25" x 1.95 x 0.143	1.95
- C. Gate posts: Provide gateposts for supporting single gate leaf or one leaf of a double gate installation, for nominal gate widths as follows:

Materials and dimension:	Lbs per linear ft:
Pipe, 4" outside dimension:	9.10
Tubing, 3" square:	9.10
H-section, 4":	14.00

 1. Over 13 feet wide, and up to 18 feet wide: Use 6.625" outside diameter pipe weight in 14.0 lbs per linear ft.
 2. Over 18 feet wide: Use 8.625" outside diameter pipe weighting 24.70 lbs per linear ft.
- D. Top rails:
 1. Use 1.660" outside diameter pipe weighing 1.80 lbs per linear ft; or
 2. Use 1.625" x 1.25" roll-formed sections weighing 1.35 lbs per linear ft.
 3. Provide in manufacturer's longest lengths, with expansion type couplings approximately 6" long for each joint.
 4. Provide means for attaching top rail securely to each gate, corner, pull, slope and end post.
- E. Post brace assemblies:
 1. Provide at end and gate posts, and at both sides of corner, slope and pull posts, with the horizontal brace located at mid-height of the fabric.
 2. Use 1.660" outside diameter pipe weighing 1.80 lbs per linear ft for horizontal brace.
 3. Use 3/8" diameter rod with turnbuckle for diagonal truss.
- F. Tension wire:
 1. Provide number 7 gauge galvanized coiled spring wire at bottom of fabric.
- G. Post tops:
 1. Provide steel, wrought iron or malleable iron, designed as weather tight closure cap.
 2. Provide one cap for each post.
 3. Provide caps with openings to permit through passage of top rail.
- H. Stretcher bars:
 1. Provide one-piece lengths equal to full height of fabric, with a minimum cross-section of 3/16" x 3/4".
 2. Provide one stretcher bar for each gate and end post and two for each corner, slope and pull post, except where fabric is woven integrally into the post.
- I. Stretcher bar bands:
 1. Provide steel, wrought iron, or malleable iron, spaced not over 15" on centers, to secure stretcher bars to end, corner, pull, slope and gate posts.
 2. Bands may be used also with special fittings for securing rails to end, corner, pull, slope and gate

posts.

2.5 GATES

A. General:

1. Fabricate gate perimeter frames of tubular members.
2. Provide additional horizontal and vertical members to assure proper operation of the gate, and for attachment of fabric, hardware and accessories.
3. Space so frame members are not more than 8 feet apart.
4. Fabricate gate frames from:

Material and dimensions:	Lbs per linear ft:
Pipe 1.90" outside diameter:	2.72
Tubing, 2" square:	2.60

B. Fabrication:

1. Assemble gate frames by welding with special malleable or pressed steel fittings and rivets for rigid connections.
2. Use same fabric as used in the fence.
3. Install fabric with stretcher bars at vertical edges as a minimum.
4. Attach hardware with rivets or by other means that will provide security against removal and breakage.
5. Attach hardware with rivets or by other means that will provide security against removal and breakage.

C. Gates:

1. Swing Gates: Swing gates shall comply with the requirements of ASTM F 900. Provide the following for one 5'-0" gate:
 - a. Hinges:
 - (1). Pressed or forged steel, or malleable iron, to suit the gate size: non-lift-off type, offset to permit 180 degree opening.
 - (2). Provide 1-1/2 pr of hinges for each leaf over 6 feet in nominal height.
 - b. Latches:
 - (1). Provide forked type or plunger-bar type to permit operation from either side of the gate.
 - (2). Provide padlock eye as integral part of latch.
 - c. Keeper:
 - (1). Provide keeper for vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.
2. Sliding Gates: Sliding gates shall conform to the requirements of ASTM F 1184.
 - a. Cantilever Slide Gates: Provide manufacturer's standard top rail incorporating track for top roller guideposts to keep gate on rollers. External rollers shall have ungreaased fittings; internal rollers shall have sealed lubricant ball bearings. Gates shall be manufactured to prevent sagging. Fabric shall be the same size and finish as the fence and shall be applied to the entire gate. Provide a lockable positive latch and other hardware and accessories as required. Provide 16'-0" gate.

2.6 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. Wire ties:

1. For tying fabric to line posts, use number 9-gauge wire ties spaced 12" on centers.
2. For tying fabric to rails and braces, use number 9-gauge wire ties spaced 24" on centers.
3. For tying fabric to tension wire, use number 11 gage hog rings spaced 24" on centers.
4. Manufacturer's standard wire ties will be acceptable if of equal strength and durability.

B. Concrete: Comply with provisions of Section 03300 for 2,500 psi concrete.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct

conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. General:

1. Install posts at a maximum spacing of 10 feet on centers.
2. Install corner or slope posts where changes in line or grade exceed a 30-degree deflection.

B. Excavating:

1. Drill holes for post footings in firm, undisturbed or compacted soil, strictly adhering to the dimensions and spacing shown.
2. Post hole dimensions:
 - a. Provide 30" deep by 8" diameter foundations for line posts for 5-foot fabric height and less.
 - b. Provide 36" deep by 8" diameter foundations for line posts for fabric heights exceeding 5 feet.
 - c. Provide 36" deep by 12" diameter foundations for all other posts.
3. Spread soil from excavations uniformly adjacent to the fence line or on adjacent areas of the site if so directed.
4. When solid rock is encountered near the surface, drill into rock at least 12" for line posts and at least 18" for end, pull, gate and corner posts. Drill hole at least 1" greater diameter than the largest dimension of the post to be placed.
5. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed minimum depths specified above.

C. Setting posts:

1. Remove loose and foreign materials from sides and bottoms of holes and moisten soil prior to placing concrete.
2. Center and align posts in holes.
3. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation.
4. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
5. Trowel tops of footings, and slope or dome to direct water away from posts.
6. Extend footings for gateposts to the underside of bottom hinge.
7. Set keeps, stops, sleeves and other accessories into concrete as required.
8. Keep exposed concrete surfaces moist for at least seven days after placement, or cure with membrane curing material or other curing method approved by the Architect.
9. Gout-in those posts that are set into sleeved holes, concrete constructions or rock excavations, using non-shrink Portland cement grout or other grouting material approved by the Architect.

D. Concrete strength:

1. Allow concrete to attain at least 75% of its minimum 28-day strength before rails, tension wires and/or fabric is installed.
2. Do not, in any case, install such items in less than seven days after placement of concrete.
3. Do not stretch and tension fabric and wire and do not hang gates, until concrete has attained its full design strength.

E. Rails and bracing:

1. Install fence with a top rail and bottom tension wire.
2. Install top rails continuously through post caps or extension arms, bending to radius for curved runs.
3. Provide expansion couplings as recommended by the fencing manufacturer.
4. Provide bracing to the midpoint of the nearest line post or posts at all end, corner, slope, pull and gate posts.
5. Install tension wires parallel to the line of fabric by weaving through the fabric and tying to each post with not less than number 6 gage galvanized wire or by securing the wire to the fabric.

F. Installing fabric:

1. Leave approximately 2" between finish grade and bottom selvage.

2. Excavate high points in the ground to clear the bottom of the fence.
3. Place and compact fill to within 1" of the bottom of the fabric in depressions.
4. Pull fabric taut and tie to posts, rails, and tension wires.
5. Install fabric on outward side facing side of fence, and anchor to framework so that the fabric remains in tension after pulling force is removed.
6. Install stretcher bars by threading through or clamping to fabric on 4" centers and secure to posts with metal bands spaced 15" on centers.

G. Installing gates:

1. Install gates plumb, level and secure for full opening without interference.
2. Install ground-set items in concrete for anchorage in accordance with the fence Manufacturer's recommendations as approved by the Architect.
3. Lubricate and adjust the hardware for smooth operation.

H. Miscellaneous:

1. Use U-shaped tie wires, conforming to diameter of pipe to which attached, clasp pipe and fabric firmly with ends twisted at least two full turns.
2. Bend ends of wire to minimize hazards to persons and clothing.
3. Fasteners:
 - a. Install nuts for tension band and hardware bolts on side of fence opposite fabric side.
 - b. Peen the ends of bolts to prevent removal of nuts.
1. Repair coatings damaged in the shop or field erection, using a hot-applied repair compound applied in accordance with its manufacturer's recommendations as approved by the Architect.

END OF SECTION

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u></i>	
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 33%; text-align: center;"><u>M/WBE Name</u></div> <div style="width: 33%; text-align: center;"><u>Percentage of Contract</u></div> <div style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 33%; border-bottom: 1px solid black;"></div> <div style="width: 33%; border-bottom: 1px solid black;"></div> <div style="width: 33%; border-bottom: 1px solid black;"></div> </div>	
<i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i>	

Preference Certification

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

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u></i>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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: <div style="margin-left: 20px;"> 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. </div>	
<u>Veteran Information</u>	<u>Business Information</u>
<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Service-Disabled Veteran's Name (Please Print)	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Service-Disabled Veteran Business Name
<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Service-Disabled Veteran's Signature	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Missouri Address of Service Disabled Veteran Business

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

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

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

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

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-
written. city (or county) state

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP (if applicable)
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

I am the _____ of _____, which is applying for a public benefit
owner or partner business name
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
applicable Federal Identification Number

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

Notary Public

My commission expires:

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.

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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

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

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

- a. 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;
- b. 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;
- c. 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.

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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 Page 10.
- 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 Page 11.

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. Louis County**. The **Annual Wage Order #21** 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

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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.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

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 \$250.00 per day** 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.

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.