

**MISSOURI DEPARTMENT OF TRANSPORTATION
ST. LOUIS DISTRICT
GENERAL SERVICES – PROCUREMENT
2309 BARRETT STATION ROAD
BALLWIN, MO 63021**

REQUEST NO.	SL16-067-RW		
DATE	February 8, 2016		
PAGE NO.	1	NO. OF PAGES	24

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

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

Submit net bid as cash discount stipulations will not be considered

10:00 a.m., Local Time, February 29 , 2016

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

Various Job Locations:
St. Louis City and County, St. Charles,
Jefferson, and Franklin

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

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

BUYER TELEPHONE: 314-301-1431

SUPPLIES OR SERVICES

To establish contract to furnish “**On Call Temporary Traffic Control Services**” with an effective date of Notice of Award and ending December 31, 2017 in accordance with the following pages.

All questions regarding this RFB shall be submitted to the RFB Buyer.

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

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.

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 formal purchase order.

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

1.0 INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid (RFB) seeks bids from qualified organizations to provide Temporary Traffic Control Services, consisting of personnel and equipment for on-call barricade services per the terms and specifications of this RFB, to the Missouri Highways and Transportation Commission (MHTC or Commission) acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), in the St. Louis District of MoDOT.
- 1.1.2 MoDOT reserves the right to obtain "like or similar" services as specified herein, exclusive of the contract, when use of such services is deemed in the best interest of MoDOT.
- 1.1.3 Services may be utilized in the following Counties of the St. Louis District: St. Louis City and County, St. Charles, Jefferson, and Franklin.

Each bid must be mailed or hand delivered in a sealed envelope to Ms. Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Teresa (Terri) Mount. Bids must be returned to the office of Ms. Mount no later than **than 10:00 a.m., Local Time February 29 , 2016.**

RFB 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, sealed bids for the procurement of services to provide Temporary Traffic Control on an on call basis if needed as specified in these provisions.

All work and services provided by the successful Bidder to whom the contract is awarded (hereinafter, "Contractor") pursuant to the terms of this RFB and the post-award Agreement shall be in accordance with the Commission's *Standard Specifications for Highway Construction, Standard Plans for Highway Construction, Manual on Uniform Transportation Control Devices* and the *Approved Products List for Traffic Signals and Highway Lighting*, unless specifically provided elsewhere in this RFB.

1.2.1 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 Services
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Attachments
- (6) Terms and Conditions
- (7) Exhibit A, Annual Worker Eligibility Verification Affidavit
- (8) Exhibit B, Applicant Affidavit for Sole Proprietorship or Partnership (if applicable)
- (9) Anti-Collusion Statement
- (9) Bid Bond

SL16-067-RW- As Needed Traffic Control
2.0 SCOPE OF SERVICES

2.1 General Requirements:

- 2.1.1 The service shall consist of providing Temporary Traffic Control Services in support of MoDOT maintenance and repair operations using Traffic Control Contractor furnished equipment and labor on an as needed basis upon 48 hours notification by MoDOT, in accordance with the provisions and requirements stated herein.

All work necessary to maintain safe and efficient traffic flow through the work areas shall be provided by the Traffic Control Contractor.

Work shall include furnishing, relocating, and removing temporary traffic control devices, truck mounted attenuators and equipment, and the removal and relocation or covering and uncovering of existing signs, and other traffic control devices in accordance with the contract documents or as directed by MoDOT.

- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.

- 2.1.3 MoDOT estimates, but does not guarantee, the utilization of services not to exceed \$200,000 per contract period.

2.1.3.1 Bond amounts are determined by the anticipated "not to exceed" budget per contract period.

- 2.1.4 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

2.2 Specific Requirements:

- 2.2.1 The specific layout and setup of traffic control shall be governed by the Traffic Control Plan for Field Operations (TCFO) specifications listed in MoDOT Engineering Policy Guide (EPG) Section 616.23 on MoDOT website at <http://epg.modot.org>.

2.2.1.1 The Contractor shall be provided with a list of MoDOT personnel authorized to order services. Contractor shall be responsible to prepare standard traffic control plans, which shall be approved in advance by MoDOT.

2.2.1.2 In situations where a complex or unique traffic control setup is required and such a layout is not specified under Section 616.23, the Contractor shall propose a traffic control plan and obtain prior approval from MoDOT.

2.2.1.3 Changes in traffic control plans or procedures may be authorized if substitute method of operation and set up supporting work is approved by MoDOT. MoDOT may utilize typical traffic control plans during the term of this contract and such plans will be provided to the Contractor.

- 2.2.2 Personnel assigned by Contractor to work MoDOT projects, shall be American Traffic Safety Services Association (ATSSA) Certified Traffic Control Technicians. A list of certified personnel shall be provided to MoDOT prior to the beginning of any project. The Contractor shall only utilize personnel who are Certified Flaggers. Flaggers shall be certified by ATSSA, International Municipal

Signal Association (IMSA), or the Local Technical Assistance Program (LTAP) or other approved sources.

2.2.3 Existing signs conflicting with construction signing shall be covered. Centerline vertical panels with appropriate "Keep Right" signing shall be installed if required by MoDOT. A minimum of two sand bags shall be required on all portable signs and vertical panels, but if more are required due to weather conditions they will be provided at no additional charge to MoDOT.

2.2.4 The Contractor shall pick up and remove signs, barricades, channels and other devices within twenty four (24) hours of notification and all covered signs shall be restored.

2.2.5 The Contractor shall maintain a log of all requests for service. The log shall include name of requestor, date, time, and the required action to include:

2.2.5.1 Initial requests for signing.

2.2.5.2 Any additions or changes in signing.

2.2.5.3 The road segment being signed and traffic control being requested.

2.2.6 The Contractor shall inspect and maintain all Contractor installed portable traffic control devices at least once during an eight hour shift. More frequent intervals of inspection and maintenance shall be made during periods of high winds or in areas where there is a continuing problem in maintaining the signs. Reports of all inspections with deficiencies shall be required and submitted daily to MoDOT. Identified deficiencies in the traffic control setup and/or device shall be corrected within a two hour timeframe unless approved by MoDOT.

2.2.7 The Contractor shall provide qualified supervision of Contractor's crews during the performance of the service. Supervisors and flaggers/laborers must be able to converse in the English language, and shall be authorized by the Contractor to receive and carry out directives issued by MoDOT.

2.2.8 Message Board Requirements

Prior to placing a Changeable Message Sign (CMS) on a project, the Contractor shall verify the proposed CMS location is void of conflict with other Dynamic Message Sign (DMS) or CMS locations presently established.

2.2.8.1 If a conflict is present, the Contractor shall contact the Traffic Management Center (TMC) at 314-275-1500 to mitigate. If no conflict is present, Contractor shall provide Traffic Management Center (TMC) with the Job Number, Route, County, specific CMS location, and a CMS identification number that is permanently affixed to the CMS.

2.2.8.2 MoDOT and Contractor shall verify the message displayed on board is compliant with the provisions of Changeable Message Signs, MoDOT Engineering Policy Guide.

2.2.8.3 The contractor shall place the CMS 6 feet [2 meters] off of the right edge of shoulder at the location shown on the plans or as directed by MoDOT.

2.2.8.4 The CMS shall be placed so that the right side of the unit is advanced approximately 3 degrees ahead with the direction of traffic. CMS shall not be located in medians.

2.2.8.5 CMS shall be delineated with a minimum of five non-metallic channelizing devices. Installation, including location and placement, shall be approved by MoDOT. If needed, the contractor shall relocate the CMS as directed by MoDOT.

2.2.9 All signs shall be National Cooperative Freight Research Program (NCFRP) compliant, and meet the requirements of MoDOT Traffic Control Plan for Field Operations (TCFO) manual.

2.2.10 Pilot Car with Driver

Any vehicle shall have a high-intensity rotating, flashing, oscillating, or strobe light and conspicuous location on the rear of vehicle to mount PILOT CAR FOLLOW ME, per Manual on Uniform Traffic Control Devices (MUTCD)- Federal Highway Administration (FHWA) Series G sign (G20-4).

2.2.11 Barricade Truck with Driver

Shall be a one (1) ton to one-and-one-half (1-1/2) ton truck capable of transporting all signs, delineators, cones, channels, flagging supplies, double-faced flexible road markers with a double clear protector tab, portable radios and other signing supplies required for the day's activity. The truck shall be equipped with high-intensity rotating, flashing, oscillating, or strobe light and variable message board.

2.2.12 Protective Vehicle

Initial placement and final pick-up of traffic control devices along high speed routes above 45 mph shall require a protective vehicle with truck mounted attenuator to be positioned in advance of the work crews for worker safety.

2.2.13 Truck Mounted Attenuators

Truck-mounted attenuators shall be energy-absorbing devices attached to the rear of the trucks and shall be used in accordance MUTCD Section 6F.82.

2.2.14 Personal Protective Equipment

All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to Occupational Safety and Health Administration (OSHA) standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.

All workers within highway right of way shall wear approved American National Standards Institute/International Safety Equipment Association (ANSI/ISEA) 107 Performance Class 2 or 3 safety apparel 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.

2.3 Installation Conflicts

In the event that MoDOT and the Contractor cannot agree on the proper traffic control or barricade installation, the judgment of MoDOT shall prevail.

2.4 Reports

Daily work sheets and a daily detailed listing of all the roads under signing shall be provided to MoDOT. The report shall include the date signing was set up, the number and type of devices used for each mile, the date and time inspections were conducted, the date and time signing was removed (or the work that is continuing). MoDOT and Contractor shall sign the report daily.

2.5 Standards

All equipment, signs, barricades and lighting devices shall be National Cooperative Highway Research Program (NCHRP) 350 compliant, to the most current FHWA MUTCD for streets and highways and all other polices or regulations on traffic control adopted by MoDOT.

2.6 MoDOT Signing

MoDOT reserves the right to provide, install or set up construction or maintenance signing and barricading as deemed necessary with MoDOT forces if adequate materials and personnel cannot be supplied by the Contractor.

2.7 Damaged, Stolen, or Lost Signing:

All lost, stolen or damaged devices shall be immediately replaced by the Contractor or removed from the equipment listing upon notification by a MoDOT representative. MoDOT will make payments only for equipment that is actually used on the projects and in acceptable working order. Contractor shall not be reimbursed by MoDOT for the replacement price of lost or stolen equipment.

2.8 Dispatch Center:

The Contractor shall provide and maintain twenty-four (24) hour contact with MoDOT's dispatch center by telephone (314-275-1500) to provide emergency service, to inform them when the traffic control is up, where it is up, (location and lane), and when the traffic control is taken down.

2.9 Inspections:

MoDOT reserves the right to inspect each Contractor's equipment and review their application procedures prior to contract award.

2.10 Qualification of Bidders:

Bidders/Contractors shall have minimum of five (5) years experience in providing traffic control as primary contractor. Only firms experienced in the processes of road construction/maintenance traffic control and barricading will be considered for contract award.

2.11 Licenses and Permits:

The Contractor shall, at its expense, procure all necessary licenses and permits relating to Contractor's operation in connection with the services described in these technical specifications.

2.12 Protection of Public and Private Property

The Contractor shall exercise caution to protect pedestrian and vehicular traffic. Contractor shall further avoid causing damage to public and private property. If in the opinion of MoDOT, the

Contractor engages in an unapproved practice, the Contractor shall cease such activity immediately after verbal or written notification by the MoDOT.

2.13 Delivery

It shall be the Contractor's responsibility to meet the MoDOT's delivery requirements, as called for at the assignment of the job. In the event the Contractor fails to make delivery liquidated damages shall be assessed in accordance with the paragraph "Liquidated Damages" of the "*Standard Solicitation Provisions, General Terms and Conditions and Special Terms and Conditions*", page 20 attached to the bid documents, regarding the amount and enforcement of liquidated damages.

2.14 Prevailing Wage

2.14.1 The bidder is directed to the "*Standard Solicitation Provisions, General Terms and Conditions and Special Terms and Conditions*", page 21 attached to the bid documents.

2.15 Insurance

2.15.1 The bidder is directed to the "*Standard Solicitation Provisions, General Terms and Conditions and Special Terms and Conditions*", page 20 attached to the bid documents.

2.16 Bond

2.16.1 The bidder is directed to the "*Standard Solicitation Provisions, General Terms and Conditions and Special Terms and Conditions*", page 21 attached to the bid documents.

2.17 Cancellation of Work

The Contractor shall be given 24 hour notice by MoDOT to cancel a scheduled daily project.

2.17.1 Temporary Suspension of Work

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

2.18 Invoicing and Payment Requirements

- 2.18.1 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
Chesterfield, MO. 63017-5712

- 2.18.2 All expenses incurred by the contractor in maintaining, relocating, operating and protecting the Contractor furnished and retained changeable message boards if required within the specific Traffic Control Plan as described on page 13 of the pricing page shall include the cost of channelizers and the cost for cellular phone hookup and monthly usage fee for the duration of the project.
- 2.18.3 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 or contract number and must be itemized in accordance with items listed on the purchase order/ and or contract. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.18.4 The Contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page (page 12-13) of this document after completion of deliverables specified herein and acceptance by MoDOT. Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.18.5 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.
- 2.18.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears.
- 2.18.7 MoDOT assumes no obligation for equipment, supplies, and/or services provided in excess of the quantity needed per the specific Traffic Control Plan.
- 2.18.8 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of certified payroll records and other required documentation.

2.19 Contract Period:

Contract Period shall be from Notice of Award through December 31, 2017.

3.0 BID SUBMISSION

Bid Submission Information:

3.1 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.

3.2 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.

3.3 All bids must be received in a sealed envelope clearly marked “**SL16-067-RW, Traffic Control Services**”.

All bids must be received at the following address no later than **February 29 , 2016 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

3.4 Cost Determination

The evaluation of costs will be conducted using a scale of possible points based upon the following formula per category:

- a. Day Rate Total Cost /50 Points
- b. Night Rate Total Cost/35 Points
- c. Weekend Rates Total Cost/ 10 Points
- d. Holiday Rates Total Cost/ 5 Points

Lowest Responsive Price
----- X Point Value per category = Points Awarded to Vendor Being
Price of Vendor Being Evaluated Evaluated

3.5 Contract Award

The contract will be awarded to the lowest responsive bidder determined as specified above. Award of this bid will be made on an "All or nothing" basis using the low bid principle of Award.

- a.** Notification of award will be at the time the tabulation is posted to the Internet.
- b.** It is the sole responsibility for all bidders to check the website for bid results.

4.0 PRICING PAGE(s) SL15-051-RW

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 #	Description (per EPG Exhibits No.)	U/M	DAY RATES	NIGHT RATES
001	Center Lane on Multi Lane (616.8.38, TA-38)	Lump Sum		
002	Double Lane On Multi Lane (616.8.37, TA-37)	Lump Sum		
003	Mobile Operation on 2-Lane (616.8.17, TA-17)	Lump Sum		
004	Mobile Operation Multi Lane (616.8.35, TA-35)	Lump Sum		
005	Single Lane Closure on Left or Right Lane Divided (616.8.33, TA-33)	Lump Sum		
006	Lane Closure on 2-Lane with Flaggers (616.8.10, TA-10)	Lump Sum		
007	Work on Ramps (616.8.43, TA-43)	Lump Sum		
008	Highway Closure (616.8.8, TA-8)	Lump Sum		
009	Shoulder Work (616.8.5, TA-5)	Lump Sum		
010	Additional TMA's if needed	EA		
011	Additional TMA's w operators	EA		
012	Additional Message Board	EA		
013	Additional Arrow Board	EA		
014	Additional Sign	EA		
015	Additional Directional Indicator Barriers	EA		
016	Additional Trim Line Channelizers	EA		
017	Additional Flaggers w/ stop-slow paddles	EA		
	TOTAL			
			WEEKEND RATES	HOLIDAY RATES
018	Center Lane on Multi Lane	Lump Sum		
019	Double Lane On Multi Lane	Lump Sum		
020	Mobile Operation 2 Lane	Lump Sum		
021	Mobile Operation Multi Lane	Lump Sum		
022	Single Lane Divided	Lump Sum		
023	Flaggers with Paddles	Lump Sum		
024	Ramps	Lump Sum		
025	Road Closure	Lump Sum		

026	Shoulder Work	Lump Sum		
027	Additional TMA's if needed	EA		
028	Additional TMA's w operators	EA		
029	Additional Message Board	EA		
030	Additional Arrow Board	EA		
031	Additional Sign	EA		
032	Additional Directional Indicator Barriers	EA		
033	Additional Trim Line Channelizers	EA		
034	Additional Flaggers w/ stop-slow paddles	EA		
		TOTAL		

COMPANY: _____ **DATE:** _____

SIGNATURE: _____ **TITLE:** _____

Attachment I

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products. Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Attachment III

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

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.
- 4) 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.

Bid Guaranty/Contract Bond

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

Prohibition Of Employment Of Unauthorized Aliens:

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

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior

completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): St. Louis City, St. Louis, St. Charles, Franklin and Jefferson. The **General Wage Order # 59** 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.

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**.

Liquidated Damages

In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of **\$500.00** 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.

- a. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Preferences

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.

ANTI-COLLUSION STATEMENT

STATE OF _____)

) **SS.**

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

BID BOND
SL16-067-RW

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

_____ as principal and _____ as surety, are held and firmly bound unto the _____ in the penal sum of _____ Dollars (\$) to be paid to the Commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) as needed in St. Louis City, Jefferson, St. Charles, Franklin and St. Louis County for on call as needed Traffic Control Services as set out in said bid;

NOW THEREFORE, if the Commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the Commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

SEAL

Principal
By _____
Signature

SEAL

Surety
By _____
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.