

**REQUEST FOR
BID (RFB) FORM**

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

REQUEST NO.	9-1300927TV
DATE	September 6, 2013

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM LOCAL TIME; September 27, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

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

Lee's Summit, MO

BUYER: Tom Veasman **EMAIL:** tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

The purpose of this Request For Bids (RFB) is to accept bids to provide Time & Material maintenance services on the power and cooling systems in accordance with the Scope of Work and as directed by the Facility Operations Supervisor. This project is described as the "KCDC Power/Cooling Maintenance Project". The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

A pre-bid conference is scheduled for September 16, 2013 @ 10:30 a. m. Local Time at the KCDC Building at 521 NE Town Centre Dr Lee's Summit, MO 64064.

Notice to Contractors

This Request For Bid seeks bids from qualified organizations to provide power/cooling maintenance services at the Kansas City Data Center at Lee's Summit, MO. MoDOT will receive bids at the following mailing address or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., September 27, 2013. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at no charge from http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm. Prevailing wage as established by the Missouri Department of Labor and Industrial Relations shall apply. Bid securities in the amount of 5% of the bid will be required to accompany bids. Bids must be made on forms provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the bid is opened.

Written Questions: All written questions must be addressed to Tom Veasman no later than 11:00 a.m., Local Time, Monday, September 23, 2013 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to tom.veasman@modot.mo.gov. Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at:

http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

in the form of a written addendum. It is anticipated this addendum will be issued on the afternoon of Monday, September 23, 2013. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

(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.

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

TABLE OF CONTENTS

		PAGE
	FINAL CHECKLIST BEFORE SUBMITTING BID/ADVERTISEMENT	1
00100	BIDDER REQUIREMENTS	2
00301	BID FORM	13
00430	SUBCONTRACTOR FORM	15
00600	BID BOND	16
	LIST OF EQUIPMENT APPLICABLE TO THE SERVICE CONTRACT	17
	Terms & Conditions Attached Behind	

Other Information Provided as Separate Attachments:
Annual Wage Order #20 for Jackson County

FINAL CHECKLIST BEFORE SUBMITTING BID

- ____1. Complete the Bid Form by filling in the total dollar amount of the bid; listing any addenda which may have been issued; filling in the dollar amount of the bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual bidder, joint adventurer, or corporation.
- ____2. Submit a Bid Bond executed by the bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.
- ____3. Complete the Vendor Information and Preference Certification Form.
- ____4. Complete the form that is applicable to your company. Either the:

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
or the
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP.
- ____5. If addenda(s) are issued attach to the back of the bid package.

NEWSPAPER ADVERTISEMENT

Notice to Contractors

MoDOT will receive bids at its General Services, Procurement section, 830 MoDOT Drive, Jefferson City, MO until 2:00 p.m., September 27, 2013 to provide maintenance services on the power and cooling systems at the Kansas City Data Center located at 521 NE Town Centre Drive, Lee's Summit, MO 64064. Contact Tom Veasman at 573-522-4404 or Tom.Veasman@modot.mo.gov to obtain plans, forms, and information or download them at no charge at:

http://contribute.modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

A pre-bid conference is scheduled for September 16, 2013 @ 10:30 a. m. Local Time at the KCDC Building at 521 NE Town Centre Drive, Lee's Summit, MO 64064.

BIDDER REQUIREMENTS

1.0 SCOPE OF WORK

1.1 Required Services:

1.1.1 Equipment to be Serviced

Attached at the back of this RFB is a list of the equipment from the original bid that was provided at the time of construction (Calendar 2009) of the Kansas City Data Center located at 521 NE Town Centre Drive, Lee's Summit, MO 64064 for which the requested services will apply. The requested services being solicited does not include the CAT generator and accompanying CAT electrical box or the main switch box located in the back of the Kansas City Data Center.

1.1.2 Contract Period

The resulting services contract will go into effect on October 21, 2013 and remain in effect through October 20, 2015. The contract shall not bind, nor purport to bind, MoDOT for any contractual commitment in excess of the original contract period. MoDOT shall have the right, at its sole option, to extend the contract for up to two (2) one-year extensions, or a portion thereof. In the event that MoDOT exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Bidder shall agree that the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such prices, or if the applicable spaces are left blank, prices during extension periods shall be the same as during the original contract period. MoDOT does not automatically exercise its options based upon the maximum renewal price without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than the renewal price.

1.2 Cooling Service:

Vendor shall provide personnel to conduct remedial repairs in the event of a problem. Services shall include two scheduled preventive maintenance service visits providing a comprehensive visual environmental and operational inspection of the system to ensure that the components are performing to defined technical and environmental specifications. Services shall also include four quarterly visits to clean or replace the air filters. Service shall include all labor and travel expenses to be on call 7 days a week, 24 hours a day (hereinafter 7 x24) within 4 hours of notification. Service shall also include all required parts to repair and maintain the cooling system.

1.2.1 Semi-Annual Maintenance Visits:

Two semi-annual preventative maintenance visits by a trained technician during normal MoDOT business hours shall include a comprehensive inspection of the cooling system to ensure the components are performing to the defined factory specifications. Visits shall include parts, labor and travel expenses.

The service technician shall perform an environmental inspection to include:

- Measure and record room temperature and humidity.
- Check the system for adequate cooling capacity to support the load and make recommendations as necessary.
- Ensure that the environment is within manufacturer specified operating conditions and clearances.
- Document any environmental noncompliance issues and recommend appropriate action as necessary.

The service technician shall perform the following applicable maintenance tasks to include:

- Inspect unit for damage, missing or broken hardware and abnormal noises.
- Inspect doors, panels, gaskets and hardware. Check external paint integrity.
- Inspect for foreign debris and signs of corrosion within the unit.
- Check and tighten electrical connections within the unit.
- Replace drive belts, check and lubricate bearings, check motor mounts, pulleys and set screws.
- Clean or replace the air filter and water filter media.
- Inspect heat exchangers, fan blades and coil fins.
- Inspect for water leaks on the factory supplied piping system.
- Visual inspection for refrigerant and or chilled water leaks. Visually inspect water/glycol condenser loop for leaks (if applicable).
- Inspect condensate pan and verify proper condensate removal from unit.
- Clean or replace the humidifier cylinder. Inspect humidifier water valves.
- Check and tighten pipe clamps, piping joints, and compressor mounting hardware within the unit.

The service technician shall check system operating conditions to include:

- Measure and record the primary and secondary voltages and major component amperage readings.
- Check and adjust fan speed regulation and controls.
- Check the chilled water and/or condenser water supply temperature and water flow. Check the glycol concentration.
- Verify the operation of the water regulating valve and actuator (if applicable).
- Check the compressor operation (if applicable). Measure and record refrigerant pressures and temperatures.
- Check the refrigerant and compressor oil level. Check the filter drier pressure drop.
- Check the refrigerant metering device and head pressure control valve operation.
- Check operation of the outdoor condenser, fluid cooler, and pump package (if applicable).
- Verify unit modes of operation: cooling/reheat/humidification/dehumidification
- Confirm unit's ability to maintain temperature and humidity set-points.
- Verify controller configuration and control set-points.
- Check and calibrate safety switches, pressure, temperature and humidity sensors.
- Check operation of group control, redundancy failover and lead-lag functions. Review alarm history and investigate logged alarms.

Vendor shall document condition of cooling system and further service needs and make recommendations to customer regarding any needed repairs or enhancements.

1.2.2 Air Filter Service:

The cleaning or replacement of the cooling system air filters shall be completed on a *quarterly basis*. Two of the four quarterly air filter services can be accomplished during the semi-annual maintenance visits. Individual trips will be required for the other two air filter services.

1.2.3 On-Site Remedial Services:

Service shall include on-site remedial repair visits as required. This service shall include parts, labor and travel. Vendor shall dispatch a trained technician to the KCDC Building within 4 hours of the request. The on-site service inspection shall include:

- Documenting the status of the cooling unit upon arrival to the site (i. e. verify alarms, loss of cooling, etc.)

- View active alarms, event log, and display for alarms/information. Download event logs from the coding unit.
- Troubleshoot and repair the system as required with functional testing conducted after corrective action is taken.
- Describe the defect/failure of the cooling unit and the corrective actions taken to resolve the defect/failure of the cooling unit in a report provided to the customer.

1.2.4 Remote Monitoring Services:

Provide a secure real-time monitoring service of the health and status of the system. Upon detection of a critical device situation, a technician will be notified and proceed to the site and take corrective actions as necessary. In the event of certain, as yet undefined incidents (cooling loss, total power loss, etc) the vendor shall respond immediately, rather than waiting for a call from a MoDOT employee/consultant. If a power loss occurs and the generator does not start, vendor will be responsible for immediately contacting MoDOT's generator repair vendor.

MoDOT shall be notified of any site related critical issues to help them maintain continuity of service. The remote monitoring service shall include:

- The collection and documentation of customer information regarding the physical infrastructure and the on-site contact information to facilitate real-time alert notification.
- The 7 X 24 monitoring of customer equipment and prompt contact via phone and e-mail with specific recommendations to enable timely and informed choice of action during critical events.
- Schedule and dispatch a technician as necessary to resolve system alerts quickly and efficiently.
- Highlight potential problem areas and provide recommended solutions based on industry best practices.

1.3 UPS/PDU Service:

1.3.1 Annual Preventive Maintenance:

One annual preventative maintenance visit by a trained technician shall include a comprehensive visual, environmental and electronic inspection of the Uninterruptible Power Supply (UPS) and/or Power Distribution Unit (PDU) system to ensure that components are performing to defined technical and environmental specifications. The service shall include all labor, travel expenses and parts to complete the annual preventive maintenance service. As-needed battery replacement shall also be included as part of this service.

The service technician shall conduct a Preventative Maintenance Service to include:

- A visual inspection of the UPS and/or PDU to ensure that all system components are clean and functioning within designed specifications.
- Perform an environmental inspection to verify and document that the system's environment is within specified operating conditions including but not limited to room temperature, airflow, dust contamination, etc.
- Perform mechanical/electrical inspection of all power and control wire termination points as well as all UPS and /or PDU system components.
- Perform functional verification. Check UPS and/or PDU event and alarm logs. Verify that input, output and bypass voltage and current values are within designed specifications. Verify transfer to battery operation and transfer to and from static bypass. Check parallel operation performance.
- Verify and implement all required field advisories and field modifications. Check all circuit board revisions and update as required.
- Provide customer with a site report documenting UPS and/or PDU status and on-site activities. Recommend any additional service activities that may be necessary.

1.3.2 On-Site Remedial Services:

Service shall include on-site remedial repair visits as required. This service shall include parts, labor and travel.

- Document the status of the UPS and/or PDU upon arrival to the site (i. e. on-line, on-battery, bypass or other etc.)
- View the event logs and display for alarms/information on the UPS.
- Diagnose the reported issue as required.
- Replace any defective parts and repair the system as required.
- Conduct functional tests after corrective action is taken.
- Provide customer with a detailed report describing the defect/failure and explain the corrective action.

1.3.3 Remote Monitoring Services:

Provide a secure real-time monitoring service of the health and status of the system. Upon detection of a critical device situation, the technician will be notified and proceed to the site and take corrective actions as necessary. Customer shall be notified of any site related critical issues to help them maintain continuity of service. The remote monitoring service shall include:

- The collection and documentation of customer information regarding the physical infrastructure and the on-site contact information to facilitate real-time alert notification.
- The 7 X 24 monitoring of customer equipment and prompt contact via phone and e-mail with specific recommendations to enable timely and informed choice of action during critical events.
- Schedule and dispatch a technician as necessary to resolve system alerts quickly and efficiently.
- Collect and document system information to include a detailed report including alert diagnosis and corrective actions implemented by the Field Engineer. Report should highlight potential problem areas and provide recommended solutions based on industry best practices.

1.4 General Information

- A. For appointments to view the building:
Steve Coker (573) 526-5680 or Steve.Coker@modot.mo.gov
Randy Cook (573) 751-4912 or Randy.Cook@modot.mo.gov
- B. The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- C. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- D. This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.
- E. Within 30 calendar days after the execution of the contract, a "Notice to Proceed" will be issued by MoDOT.

F. Clarification of Requirements: Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:
Missouri Department of Transportation
P. O. Box 270
Jefferson City, MO 65102
Attn: Tom Veasman

PHYSICAL ADDRESS:
Missouri Department of Transportation
General Services Division
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-522-4404

FAX: 573-526-6948

All written questions must be addressed to Tom Veasman no later than **11:00 a.m., CST, September 23, 2013**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for Bidder to retrieve. It is the responsibility of the Bidder to retrieve any and all addendums on-line.

3. MINIMUM CONTRACTOR REQUIREMENTS

- A. Contractor must be qualified to service the existing KCDC cooling and power systems and be able to provide documentation of their qualifications and/or certification pertaining to the service of these systems.
- B. Contractor must have a minimum of 7 years of experience in the industry.

4. BID INSTRUCTIONS

In order to receive consideration, bids must be made in strict accordance with the following.

- A. Make bids, upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

5. INVOICING AND PAYMENT

- A. Each invoice should be itemized in accordance with items listed on the contract. Failure to comply with this requirement may delay processing of invoices for payment.
- B. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
- C. The Commission assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the Commission's rejection and shall be returned at the Contractor's expense.
- D. The Commission reserves the right to purchase goods and services using the state-purchasing card.

6. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a bid, each bidder shall examine the Drawings carefully, read the Specifications and all other proposed Contract Documents, and visit the site of the work. Each bidder shall fully inform themselves, prior to bidding, as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the Work, as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.
- B. 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 the state. Contractor will comply with local laws involving safety in the prosecution of the work.

7. PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Commission, that he has sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

8. AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be made using the “lowest and best” principle of award, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

9. REVIEWS

The General Services Facilities Manager is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking installation procedures. The General Services Facilities Manager's review does not relieve the contractor of his or her responsibilities under the contract documents.

10. WORK QUALITY

- A. Inspection of Work. The General Services Facility Operations Supervisor or designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. If requested by the General Services-Facility Operations Supervisor or designated representative, the contractor shall at any time before final acceptance of the work uncover any portion of the finished work as directed for inspection. After examination, the contractor shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the contractor.
- B. Defective Work. All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at its expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the General Services-Facility Operations Supervisor or designated representative, the Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the contractor under this contract.
- C. Contractor's Responsibility for Work. Until the General Services-Facility Operations Supervisor or designated representative, accepts the work, it shall be in the custody and under the charge and care of the contractor. Contractor shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of

the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.

- D. Preservation of Utilities and Monuments. The contractor shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The contractor shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by General Services Facilities Manager.
- E. Cooperation with Other Contractors. The contractor shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the General Services-Facility Operations Supervisor or designated representative in order to secure the completion of the work under all contracts in general harmony.
- F. The contractor will be required to remove from the Commission's property all debris.
- G. Temporary Suspension of Work. The General Services-Facility Operations Supervisor or designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when conditions are such that in the opinion of the General Services-Facility Operations Supervisor or designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the contractor to comply with any of the provisions of the contract. The contractor may suspend work for reasonable cause with written approval of the General Services-Facility Operations Supervisor or designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the General Services-Facility Operations Supervisor or designated representative, however, if the suspension is because of the contractor's failure to comply to any of the provisions of the contract, the contractor shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the contractor shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the contractor shall give the General Services-Facility Operations Supervisor or designated representative written notice at least forty-eight (48) hours before resuming operations.

11. CHANGE ORDERS

- A. General. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the contractor has had delivered to it a change order, signed by the General Services-Facility Operations Supervisor or designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the General Services-Facility Operations Supervisor or designated representative may order such unauthorized work removed and replaced at the contractor's expense.
- B. Contractor's Procedure for Claims. If the contractor considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the General Services-Facility Operations Supervisor or designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the contractor shall notify the General Services-Facility Operations Supervisor or designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the General Services-Facility Operations Supervisor or designated representative is not afforded proper facilities by contractor to provide necessary inspection and for keeping strict account of actual cost, the contractor agrees to waive any claims for additional compensation. Notice by the contractor, and the fact that the General Services-Facility Operations Supervisor or designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The contractor shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.
- a. If the claim is against the Commission, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.
- b. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.
- c. All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

12. DEFINITIONS

MoDOT Inspector or Facility Operations Supervisor: When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by this individual. As the position of Facility Operations Supervisor is currently vacant, Joey Hinton, [General Services Manager in the Kansas City District], 816-347-4101 (Office) or 816-590-8588 (Cell) or Joseph.Hinton@modot.mo.gov will field general questions pertaining to this project until at which time the Facility Operations Supervisor is filled. Technical questions should be referred to those individuals given in Section 1.4 General Information.

Owner: When the term "Owner" is used herein, it shall refer to Missouri Department of Transportation (MoDOT).

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

EXHIBIT A

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 authorized,
title business name
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 though 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 attached]

00301

BID FORM

To: The Missouri Highway and Transportation Commission
PO Box 270
Jefferson City, Missouri 65102

- The undersigned, having examined the proposed Contract Documents titled: **9-130927TV – KCDC Power/Cooling Maintenance Project** and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

_____ DOLLARS

(\$_____) Bid amount is for a two year period.

Renewal Percentage of Increase/Decrease:

First Extension (10/21/2015-10/20/2016) _____ % of maximum increase and/or
_____ % of minimum decrease

Second Extension (10/21/2016-10/20/2017) _____ % of maximum increase and/or
_____ % of minimum decrease

- The undersigned, acknowledges having examined and being familiar with the contract documents including the drawings, the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.
- The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.
- Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being: _____ DOLLARS
(\$_____).

IF AN INDIVIDUAL

_____	_____
Name of individual	Residence address
_____	_____
Social Security Number	Telephone Number
_____	_____
Firm Name, If Any	
_____	_____
Address for communications	Signature

IF A PARTNERSHIP

_____	(State Name and Residence Address of All Partners)
Name of Partnership	_____
_____	_____
Partner	Residence Address
_____	_____
Partner	Residence Address
_____	_____
_____	Federal Tax I.D. Number
_____	_____
Address for Communications	Signature of Either Partner
_____	_____
Telephone Number	

IF A CORPORATION

_____	Incorporated under the laws of the
Name of Corporation	State of _____
_____	_____
Name and Title of Officer	Corporate License No. _____
_____	(If a corporation organized in a state other than
Signature of officer	Missouri, attach Certificate of Authority to do
_____	business in the State of Missouri.)
_____	_____
_____	Federal Tax I.D. Number
_____	(ATTEST)
Address for Communications	_____
_____	_____
Telephone Number	(SEAL) Secretary

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)

00430

SUBCONTRACTOR LISTING

1. For portions of Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____

_____	_____

_____	_____

USE ADDITIONAL SHEETS
IF REQUIRED

BIDDER:

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

by _____

00600

BID BOND

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

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

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on project(s) located at _____

_____ in _____ County(ies), Project(s) _____ for construction or improvement as set out in said bid.

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

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

Principal

Surety

By _____

Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

Corporate Secretary

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

END OF SECTION

List of Equipment Applicable to the Service Contract

Qty Item Description

Area name: Area 1 (Items in Data center)

Equipment

1	PDPM288G6H PDPM288G6H - 300MM RACK, 266kW, Auto Transformer, 72 poles, Modular Distribution
1	PDPM288G6H PDPM288G6H - 300MM RACK, 266kW, Auto Transformer, 72 poles, Modular Distribution
1	PDPM288G6H PDPM288G6H - 300MM RACK, 266kW, Auto Transformer, 72 poles, Modular Distribution
1	PDPM288G6H PDPM288G6H - 300MM RACK, 266kW, Auto Transformer, 72 poles, Modular Distribution
1	ACPCW40-150 InRoom Chilled Water Assemble to Order
1	ACPCW HEAT REJECTION ACPCW HEAT REJECTION
1	0M-61274 DOWNFLOW, CHILLED WATER, SIZE 2
1	ACP VOLTAGE ACP VOLTAGE
1	0M-61472 460V 60 HZ SIZE 1-5
1	ACPCW VALVE ACPCW VALVE
1	0M-61496 3-WAY CHILLED WATER CONTROL VALVE, SIZE 2
1	885-3499 LABEL NAMEPLATE
1	885-3547 LABEL NAMEPLATE
1	885-3546 LABEL - START-UP
1	885-7705D DECAL INSTALLER NOTICE
1	884-0700A TAG PRESSURE WARNING
1	885-7704 DECAL, GROUNDING NOTICE
1	0B1782 BEZEL ASSY - DISPLAY
1	870-80086 BEZEL -DISPLAY
1	0A-0486 ARTWORK - DISPLAY BEZEL
1	ACP HEAT AND HUMID ACP HEAT AND HUMID
1	0M-61475 HEAT AND HUMID 400-460V 50-60 HZ, SIZE 2
1	ACPCW40-150 InRoom Chilled Water Assemble to Order
1	ACPCW HEAT REJECTION ACPCW HEAT REJECTION
1	0M-61274 DOWNFLOW, CHILLED WATER, SIZE 2
1	ACP VOLTAGE ACP VOLTAGE
1	0M-61472 460V 60 HZ SIZE 1-5
1	ACPCW VALVE ACPCW VALVE
1	0M-61496 3-WAY CHILLED WATER CONTROL VALVE, SIZE 2
1	885-3499 LABEL NAMEPLATE
1	885-3547 LABEL NAMEPLATE
1	885-3546 LABEL - START-UP
1	885-7705D DECAL INSTALLER NOTICE
1	884-0700A TAG PRESSURE WARNING
1	885-7704 DECAL, GROUNDING NOTICE
1	0B1782 BEZEL ASSY - DISPLAY
1	870-80086 BEZEL -DISPLAY
1	0A-0486 ARTWORK - DISPLAY BEZEL
1	ACP HEAT AND HUMID ACP HEAT AND HUMID
1	0M-61475 HEAT AND HUMID 400-460V 50-60 HZ, SIZE 2
2	ACAC75108 InRoom, Condensate Pump 460-480/3/60
2	ACFS76006 InRoom Floorstand NAM Only, Size 2, Height ,12 inches
10	ACAC20003 CDU Flexible Fluid Piping - 100 Feet (30.4 Meters)
6	ACAC20006 CDU Flexible Fluid Piping Couplings (4 per pack)
2	ACAC20008 CDU Flexible Fluid Piping Clamp/Hanger (qty of 50)
7	ACAC20005 CDU Flexible Fluid Piping Insulation - 100 Feet (30.4 Meters)
10	ACAC20003 CDU Flexible Fluid Piping - 100 Feet (30.4 Meters)
6	ACAC20006 CDU Flexible Fluid Piping Couplings (4 per pack)
2	ACAC20008 CDU Flexible Fluid Piping Clamp/Hanger (qty of 50)
7	ACAC20005 CDU Flexible Fluid Piping Insulation - 100 Feet (30.4 Meters)
1	SY125K500DR-PD APC Symmetra PX 125kW Scalable to 500kW with Right Mounted Maintenance Bypass and Distribution
1	SYBFXR8S APC Symmetra PX 250/500kW Battery Enclosure for up to 8 Battery Modules & Start Up
1	PD3PADAPT1 Adaptor for T1 Type Circuit Breaker, 3 Pole
2	PD3PADAPT5 Adaptor for T5 Type Circuit Breaker, 3 Pole
1	PD3P70AT1B 3-Pole Circuit Breaker, 70A, T1 Type for Symmetra PX250/500kW
4	PD3P400AT5B 3-Pole Circuit Breaker, 400A, T5 Type for Symmetra PX250/500kW
1	PDM3520IEC309-320 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 320cm
1	PDM3520IEC309-380 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 380cm
1	PDM3520IEC309-500 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 500cm
2	PDM3520IEC309-560 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 560cm

- 1 PDM3520IEC309-620 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 620cm
- 2 PDM3520IEC309-680 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 680cm
- 1 PDM3520IEC309-740 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 740cm
- 3 PDM3520IEC309-800 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 800cm
- 3 PDM3520IEC309-920 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 920cm
- 1 PDM3520IEC309-1040 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 1040cm
- 7 PDM3520IEC309-1680 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 1680cm
- 1 PDM3520IEC309-260 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 260cm
- 2 PDM3520IEC309-860 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 860cm
- 2 PDM3520IEC309-980 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 980cm
- 2 ACFD12-B Cooling Distribution Unit 12 Circuit, Bottom/Top Mains, Bottom Distribution Piping
- 12 ACRC103 In Row RC Chilled Water, 200-240V 50/60 Hz, IEC 309-16

Area name: Area 2 (Items in the UPS Room)

Equipment

- 2 ACAC30005 Wind baffle for chiller size 200 to 220kW
- 6 PDM1320IEC-3P-2 APC IT Power Distribution Module 3x1 Pole 3 Wire 20A 240V IEC309 680cm 860cm 1040cm
- 2 PDM1320IEC-3P-3 APC IT Power Distribution Module 3x1 Pole 3 Wire 20A 240V IEC309 1680cm 1680cm
- 2 ACCH200N-AKA-D10S Air Cooled Chiller 200 kW, 460-480V/60hz, R410A, 10HP Pump, single feed

Area name: Area 3 (Items in the fenced area)

Equipment

- 2 QCRAC-MISC-QDM80168-62 Remote Temperature sensor for APC-Carrier Chiller

Area name: Area 4 (Items in the fenced area)

Equipment

- 1 QCRAC-MISC-QDM3454-03 CW Storage Tank, 1040 Gal, Insulated with 1" thick Armaflex and White Vinyl Coating

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.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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:

- 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.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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.

Subcontracting

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

Prohibition Of Employment Of Unauthorized Aliens:

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

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

(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: **Jackson**. The **Annual Wage Order #20** is attached to the bid documents. 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.
- c. 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.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$500 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.

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 \$300 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.