

**REQUEST FOR
BID (RFB) FORM**

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

REQUEST NO.	9-141218KH-A
DATE	December 2, 2014

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

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

2:00 PM LOCAL TIME; December 18, 2014

Various Locations

AND THEN PUBLICLY OPENED. SIGN & RETURN PRIOR TO TIME SET FOR OPENING. **ONLY VENDOR INFORMATION WILL BE READ AT OPENING. PRICING SHEETS WILL NOT BE READ.**

BUYER: Kristi Hixson **EMAIL:** Kristi.Hixson@modot.mo.gov

BUYER TELEPHONE: 573-526-1975

The purpose of this Request For Bids (RFB) is to establish multiple Time-and-Material (T&M) Agreement(s) across the State of Missouri for the possible procurement of **Outside Data Network Installation Services** with an effective date of Notice of Award through December 31, 2015. The pricing being solicited under this RFB is for services 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").

SUPPLIES & MATERIALS: PERCENTAGE OF ACTUAL COST: _____%
(Refer to Section 3 Part D of bid document)

Notice to Contractors

This RFB seeks bids from qualified organizations to provide Inside Data Cabling Project Services. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, 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., December 18, 2014. Scanned or faxed bids will not be accepted. Bid forms and information may be obtained by contacting Kristi Hixson at 573-526-1975, Kristi.Hixson@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.

Written Questions: All written questions must be addressed to Kristi Hixson no later than 11:00 a.m., Local Time, Tuesday, December 9, 2014 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 Kristi.Hixson@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 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.

This section must be completed and signed to be considered a responsive bid.

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

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

Title:

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

1. **BID SUBMISSION:**

- A. Bids must be completed on the forms provided herein, properly signed and with all counties that you wish to bid 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.
- C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the RFB, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Request for Bid, ***Outside Data Network Installation Services***, the name of the bidder, and the date and hour of the bid opening. It is the sole responsibility of the bidder to see that the bid is received on time.
- D. The contractor's submitted bid response should include their original signed hardcopy bid documents. The Pricing Sheets are being provided as an EXCEL spreadsheet to allow vendors to insert their bid amounts into the spreadsheet rather than handwriting the amounts.
- E. The contractor's submitted bid response should also include the following attached forms:
 - Vendor Information & Preference Certification Form (Exhibit A)
 - Annual Worker Eligibility Verification Affidavit (Exhibit B)
 - Applicant Affidavit for Sole-Proprietor or Partnership, if applicable (Exhibit C)

2. **PROOF OF COMPETENCY OF BIDDER**

A contractor may be required to furnish evidence, satisfactory to the Commission, that they have sufficient means and experience in the types of work called for to assure completion of the agreement in a satisfactory manner.

3. **PRICING EXPLANATION**

- A. Project Services – Inside Data Cabling (Prevailing Wage): Contractors must state their price per labor hour as a percentage of the prevailing wage for the county in which the proposed work will be performed as explained herein.
Percentage of Prevailing Wage X (Basic Hourly Rate + Total Fringe Benefits) = Price per hour that may be billed. (Overtime or Holiday Pay would be included in the above calculation if applicable).
- B. Example: In Carter County, Occupational Title “Electrician”, Regular time, using a percentage of prevailing wage of 124% should be computed as follows:
 - 1) Fringe Benefits- Take 42.5% (from chart below) of \$33.60=\$14.28 + \$7.96 = \$22.24
 - 2) Basic hourly rate with Fringe Benefits: \$33.60 + \$22.24 = \$55.84/hour
 - 3) When your percentage of prevailing wage multiplier is applied to the hourly rate for Carter County: 124% X \$55.84 = \$69.24/hour

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$30.76	55	60	\$16.61
Boilermaker			\$32.30	57	7	\$20.01
Bricklayers-Stone Mason			\$25.92	24	74	\$14.38
Carpenter			\$21.63	62	43	\$11.44
Cement Mason			\$19.45	81	7	\$14.70
Electrician (Inside Wireman)			\$33.60	82	71	\$7.96 + 42.5%

C. Prevailing Wage Work:

1. It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or determined by the court on appeal, shall be paid to all workmen employed by or on behalf of the contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed. The definitions of prevailing wage and maintenance work are provided in RSMo Chapter 290, Section 290.210.
2. Overtime, Sundays and Holiday work is determined by the multipliers stated in the Division of Labor Standards' Wage Rate.
3. The Prevailing Wage Order included with this RFB will remain in effect for the duration of this contract (Per Code of State Regulations 8 CSR 30-3.010, (4): "The wage rates attached to and made a part of the call for bids for a contract shall remain in effect for the duration of that particular contract.").
4. **The contractor will only be reimbursed for hours actually worked.** All work which is to be performed off site must be properly identified and approved by MoDOT prior to commencement of the work. The contractor will not be paid wages for travel to and from the job site, but a mobilization mileage rate (See 3. E.) will be allowed.

- D. Materials & Supplies Mark-Up: Contractors must state their price for materials and supplies as a percentage of their actual cost for supplies installed or consumed in each project as explained herein. Applying the bidder's percentage to the actual price shall not result in the Commission paying more than the manufacturer's suggested retail price for any item. **Mark-up for materials and supplies exceeding 15% will not be accepted.**

As an example: If the contractor spends \$100.00 for direct and indirect materials/supplies for a project and bids a mark-up percentage of 5% of the actual cost, the contractor may bill \$105.00 for supplies.

- E. Mobilization Rate: The contractor may charge this amount for arriving at a site, if and when requested by MoDOT, to evaluate, repair or construct. Other pertinent travel related expenses may be permitted, but must be approved by MoDOT in advance.

F. Equipment Hourly Rate Explanation

1. Equipment Hourly Rate – Bidders must state their firm fixed hourly rates for contractor provided trenching equipment to be used in the outside fiber network installation hour to be rendered to the Commission hereunder on Pricing Sheet under appropriate columns. Hourly rate shall include equipment and fuel as well as any and all other operating expense and will be billable for the hours that the equipment is in operation. Equipment Hourly Rate shall not include operating engineer’s payroll.
2. Equipment, 1st Hour – The amount that may be charged, in addition to, mobilization charge when the requested work requires the use of trenching equipment.
3. Equipment, Add Hours – The amount that may be charged, in addition to, mobilization charge when the requested work requires the use of trenching equipment.

G. Contract Award: Award shall be made using the “lowest and best” principle of award which may result in award to more than one contractor per county.

1. To ensure an uninterrupted delivery of services, MoDOT may award up to two (2) contracts per county. These awards will be identified as a primary contractor and contingency contractor.
2. The contingency contractor(s) shall understand and agree to provide services under the same contractual requirements as the primary contractor(s).
3. The contractor(s) and contingency contractor(s) shall understand and agree that the contractor selection shall be made by MoDOT and that such selection shall be final and without recourse.

H. Cost Evaluation – Cost evaluation will be based upon: 1) prevailing wage percentage for project services, 2) materials and supplies mark-up percentage 3) trenching equipment rates and 4) mobilization. Points will be awarded based upon 40% weight given to the percentage of prevailing wage for project services, 10% weight given to the materials and supplies mark-up percentage, 15% weight given to the trenching equipment rate 1st hour, 10% weight given to the trenching equipment add hours, and 25% weight given to mobilization rate.

Vendor points are calculated using the following formula in each of the three categories:
Number of points possible X (lowest bid/applicable vendors bid).

H. Bid Category Omissions: For any instances where a contractor completes some bid categories for a given county but fails to complete all of the bid categories, the following assumptions will be made:

1. If the Project Services category is left blank, 100% will be used. If the Materials and Supplies mark-up is left blank, it will be treated as a 0% mark-up.
2. If the Mobilization Rate space is left blank, it will be treated as a responsive bid with no mobilization mileage requested.

3. If the Trenching Equipment Rate space is left blank, it will be treated as a responsive bid with no trenching equipment rate requested.

4. GENERAL REQUIREMENTS

- A. If and when requested, provide services on a Time-and-Material (T&M) basis.
- B. All services shall be performed on an as needed, if needed basis, if requested to the sole satisfaction of the Commission.
- C. The notice of bid acceptance does not constitute a directive to proceed. Before providing supplies or services, the contractor must receive authorization in the form of a signed purchase order from the MoDOT's Project Manager or their designated representative.
- D. The contractor shall understand and agree that no guaranteed amount of services will be requested.
- E. The contractor shall agree and understand that the acceptance of bid(s) shall not be construed as an exclusive arrangement.
- F. The contractor shall agree and understand that the Commission may secure identical or similar supplies and services from other sources at any time.
- G. In addition to data cabling services, the contractor's proposed work plan submitted to the Project Manager, if and when requested by him/her as provided for in this document, may include utilizing services that fall within the definitions of the following occupational titles, as such definitions are published by the Missouri Department of Labor and Industrial Relations: communications electrician, technician and laborer. Should the contractor's work plan propose performing services of an occupational type other than the ones listed herein, the contractor shall indicate the reasons for utilizing such other services and provide justification for the type of services proposed. It shall be the Project Manager's sole discretion to approve or reject the contractor's work plan proposal to provide any services falling within the definitions for occupational titles different than those listed herein. Acceptance of the work plan as provided for herein shall serve as approval of the utilization of the services by all occupational titles proposed by the contractor in the work plan.
- H. The intent of any price agreement resulting from this RFB will be for services that are estimated to be less than \$50,000 per project; however, at its sole discretion, the MHTC may use established pricing for projects that have an estimated value of \$50,000 and greater.
- I. If a data cabling project with an estimated value of \$50,000 and greater is approved, the requirements of this solicitation and other formal provision may apply which may include, but may not be limited to (1) a MHTC approved Performance Bond and (2) a formal MHTC Contract Agreement.

- J. The MHTC reserves the right to solicit formal or informal competition for any and all fiber network projects.

5. SPECIFIC REQUIREMENTS

- A. Since each project differs in its specific detail, the MoDOT's Project Manager will initiate the work by providing the contractor with the broad scope of work. The MoDOT Project Manager's scope of work may include but may not be limited to the following supplies and services.
 - 1. Provide and install conduit above and underground from SCH 40 to SCH 80, including sizes 2- 4 inches.
 - 2. Provide and install approved pull boxes according to MoDOT installation specifications (902.20C).
 - 3. Provide and install various size fiber optic cables that could be single-mode, multi-mode, or hybrid.
 - 4. Provide and install various fiber optic connectors, including ST, SC, and LC type.
 - 5. Provide fusion splicing. Mechanical splicing is prohibited.
 - 6. Provide and install fiber distribution panels, splice trays, fan-out kits, pig-tails, and other components needed to complete fiber connections.
 - 7. Conduct fiber testing and provide results to MoDOT's Project Manager.
 - 8. Fertilize, seed and straw all areas disturbed during installation of the fiber network connection.
- B. Intrabuilding cable routing projects may include, but may not be limited to the following specifications:
 - 1. The backbone subsystem shall include cable installed between buildings via underground, tunnel, direct -buried, aerial or any combination of these from the main cross-connect to an intermediate cross-connect in a multi-building campus.
 - 2. Unless otherwise specified, all fiber cables will be run in innerduct.
 - 3. Fibers will be terminated in telecommunication rooms using SC, ST, MT-RJ or LC connectors in wall mounted interconnect centers or rack mounted panels equipped with sufficient ports, slack storage space and splice trays if required to terminate and secure all fibers.
 - 4. In an underground system, adequate underground conduit space shall be available and accessible at each building. The conduits shall not exceed a fill factor of 40%.
 - 5. All underground systems shall be designed to prevent water runoff from entering the building.

6. The backbone cables shall be installed in a star topology, emanating from the main cross-connect to each satellite building telecommunications room. All Interbuilding cables shall be installed to the applicable codes and regulations.
 7. Optical fiber shall be run for all Interbuilding backbone segments, and as a recommendation, at least one balanced twisted-pair cable should be run for each Interbuilding backbone segment.
 8. Backbone pathways shall be installed or selected such that the minimum bend radius and pulling tension of backbone cables is kept within cable manufacturer specifications both during and after installation.
- C. All inside data network installation shall comply with the following industry standards for installation, documentation, component, and system industry specifications shall be met or exceeded.
1. ANSI/TIA/EIA-568-B.1 and addenda
“Commercial Building Telecommunications Cabling Standard - Part 1: General Requirements”
 2. ANSI/TIA/EIA-568-B.2 and addenda
“Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair”
 3. ANSI/TIA/EIA-568-B.3 and addenda
“Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard”
 4. ANSI/TIA/EIA-569-B and addenda
“Commercial Building Standard for Telecommunications Pathways and Spaces”
 5. ANSI/TIA/EIA-606-A and addenda
“Administration Standard for the Telecommunications Infrastructure of Commercial Buildings”
 6. ANSI-J-STD-607-A and addenda
“Commercial Building Grounding and Bonding Requirements for Telecommunications”
 7. ANSI/TIA/EIA-526-7
“Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant”
 8. ANSI/TIA/EIA-526-14A
“Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant”
 9. IEC/TR3 61000-5-2 - Ed. 1.0 and amendments
“Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines - Section 2: Earthing and cabling”
 10. ISO/IEC 11801:2002 Ed2.0 and amendments “Information technology - Generic cabling for customer premises”
 11. CENELEC EN 50173:2000 and amendments
“Information Technology - Generic cabling systems”

- D. If and when requested by the MoDOT's Project Manager, the contractor will be required to prepare and submit a written work plan to the MoDOT's Project Manager within 14 days of request.
- E. At a minimum, the work plan must include the following information.
 - 1. The services and materials required to complete the service project.
 - 2. The number of hours, by occupational title, required to complete the project.
 - 3. A guaranteed not-to-exceed price for completing the service project utilizing the firm, fixed prices stated on the Pricing Page and the applicable classifications.
 - 4. A complete list of supplies needed to complete the project.
 - 5. The contractor may be required to provide design documentation (blueprints) as a portion of the written work plan and "as built" drawings.
 - 6. MoDOT will supply recommended work plan form.
- F. Acceptance of the final work plan will be evidenced by the MoDOT's Project Manager presenting the contractor with a signed authorized purchase order that fully describes the supplies and services to be provided by the contractor.

6. PRICE CONTROL REQUIREMENTS

- A. **Labor Rate.** The hourly rate shall include salary, overhead, general & administrative expense, and profit. The result is a fixed unit price for labor.
- B. **Maximum Number of Labor Hours.** Experienced contractors should be able to estimate the hours needed for a project. MoDOT will not pay for the overage. The only allowance for exceeding the maximum number of labor hours is through the change order process.
- C. **Mark-Up on Materials.** When billing for materials, supplies or equipment rental, the contractor may calculate the cost by adding a mark-up onto their purchase price.
- D. If and when requested, a contractor shall provide documentation for the Time-and-Material (T&M) billed.
- E. **Not-To-Exceed Total.** A total Not-To-Exceed (NTE) amount must be agreed upon for each project service. Under this arrangement, the contractor can charge for its labor and materials up to a certain maximum. If the time and materials costs exceed that maximum, the contractor charges the NTE amount and assumes the excessive costs.

7. CONTRACT PERIOD:

- A. Contract Period: The contract shall commence from the date of Notice to Proceed until December 31, 2015, with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent addenda. Renewal options are at the sole discretion of MoDOT.
- B. Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

3rd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

*****COMPLETE ATTACHED PRICING PAGES*****

Exhibit A

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

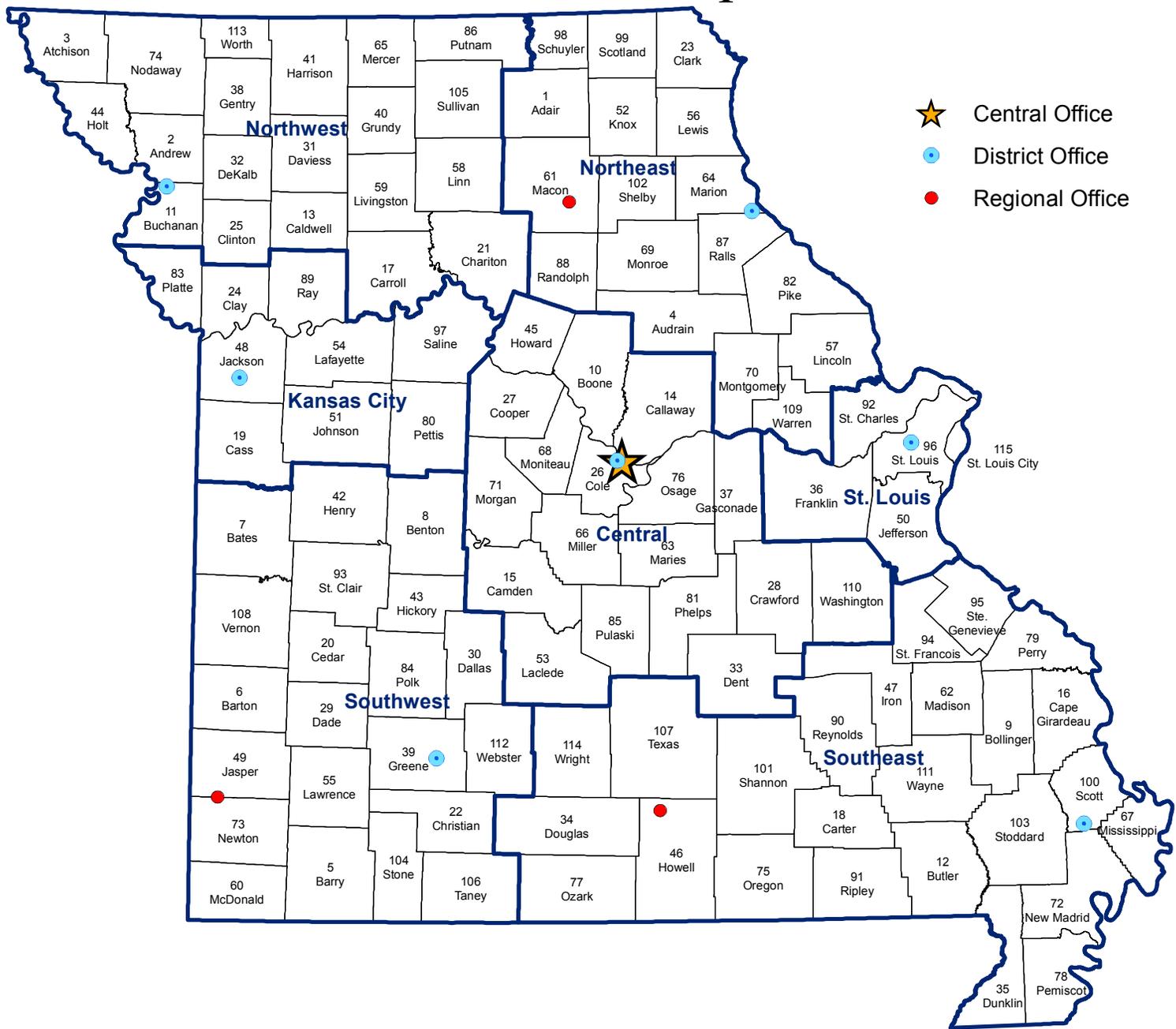
Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address 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 <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center;"><u>M/WBE Name</u></td> <td style="width:33%; text-align: center;"><u>Percentage of Contract</u></td> <td style="width:33%; text-align: center;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
_____	_____
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	77	SE	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	78	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW			Schuyler	98	NE				
Cass	19	KC	Greene	39	SW	Livingston	59	NW			Scotland	99	NE				
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW			Scott	100	SE				



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.

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.

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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.

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.

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:

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- 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/qc_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 B.
- 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 C.

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 counties: **Statewide and St. Louis City. The Annual Wage Order #21, Incremental Increase #6** is attached to the bid documents.
- c. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension 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.

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 \$100 per day**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Personal Protective Equipment

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

PRICING SHEETS
Outside Data Network Installation Services
RFB 9-141218KH- A

Northwest District	Prevailing Wage Hourly Rate Multiplier	Mobilization Single Site	Trenching Equipment 1st Hour	Trenching Equipment Add Hour
ANDREW COUNTY	%	\$	\$	\$
ATCHISON COUNTY	%	\$	\$	\$
BUCHANAN COUNTY	%	\$	\$	\$
CALDWELL COUNTY	%	\$	\$	\$
CARROLL COUNTY	%	\$	\$	\$
CHARITON COUNTY	%	\$	\$	\$
CLINTON COUNTY	%	\$	\$	\$
DAVIES COUNTY	%	\$	\$	\$
DEKALB COUNTY	%	\$	\$	\$
GENTRY COUNTY	%	\$	\$	\$
GRUNDY COUNTY	%	\$	\$	\$
HARRISON COUNTY	%	\$	\$	\$
HOLT COUNTY	%	\$	\$	\$
LINN COUNTY	%	\$	\$	\$
LIVINGSTON COUNTY	%	\$	\$	\$
MERCER COUNTY	%	\$	\$	\$
NODAWAY COUNTY	%	\$	\$	\$
PUTNAM COUNTY	%	\$	\$	\$
SULLIVAN COUNTY	%	\$	\$	\$
WORTH COUNTY	%	\$	\$	\$

Signature _____

Date _____

Northeast District	Prevailing Wage Hourly Rate Multiplier	Mobilization Single Site	Trenching Equipment 1st Hour	Trenching Equipment Add Hour
ADAIR COUNTY	%	\$	\$	\$
AUDRIAN COUNTY	%	\$	\$	\$
CLARK COUNTY	%	\$	\$	\$
KNOX COUNTY	%	\$	\$	\$
LEWIS COUNTY	%	\$	\$	\$
LINCOLN COUNTY	%	\$	\$	\$
MACON COUNTY	%	\$	\$	\$
MARION COUNTY	%	\$	\$	\$
MONROE COUNTY	%	\$	\$	\$
MONTGOMERY COUNTY	%	\$	\$	\$
PIKE COUNTY	%	\$	\$	\$
RALLS COUNTY	%	\$	\$	\$
RANDOLPH COUNTY	%	\$	\$	\$
SCHUYLER COUNTY	%	\$	\$	\$
SCOTLAND COUNTY	%	\$	\$	\$
SHELBY COUNTY	%	\$	\$	\$
WARREN COUNTY	%	\$	\$	\$

Kansas City District	Prevailing Wage Hourly Rate Multiplier	Mobilization Single Site	Trenching Equipment 1st Hour	Trenching Equipment Add Hour
CASS COUNTY	%	\$	\$	\$
CLAY COUNTY	%	\$	\$	\$
JACKSON COUNTY	%	\$	\$	\$
JOHNSON COUNTY	%	\$	\$	\$
LAFAYETTE COUNTY	%	\$	\$	\$
PETTIS COUNTY	%	\$	\$	\$
PLATTE COUNTY	%	\$	\$	\$
RAY COUNTY	%	\$	\$	\$
SALINE COUNTY	%	\$	\$	\$

Signature _____

Date _____

Central District	Prevailing Wage Hourly Rate Multiplier	Mobilization Single Site	Trenching Equipment 1st Hour	Trenching Equipment Add Hour
BOONE COUNTY	%	\$	\$	\$
CALLAWAY COUNTY	%	\$	\$	\$
CAMDEN COUNTY	%	\$	\$	\$
COLE COUNTY	%	\$	\$	\$
COOPER COUNTY	%	\$	\$	\$
CRAWFORD COUNTY	%	\$	\$	\$
DENT COUNTY	%	\$	\$	\$
GASCONADE COUNTY	%	\$	\$	\$
HOWARD COUNTY	%	\$	\$	\$
LACLEDE COUNTY	%	\$	\$	\$
MARIES COUNTY	%	\$	\$	\$
MILLER COUNTY	%	\$	\$	\$
MONITEAU COUNTY	%	\$	\$	\$
MORGAN COUNTY	%	\$	\$	\$
OSAGE COUNTY	%	\$	\$	\$
PHELPS COUNTY	%	\$	\$	\$
PULASKI COUNTY	%	\$	\$	\$
WASHINGTON COUNTY	%	\$	\$	\$

St. Louis District	Prevailing Wage Hourly Rate Multiplier	Mobilization Single Site	Trenching Equipment 1st Hour	Trenching Equipment Add Hour
CITY OF ST. LOUIS	%	\$	\$	\$
FRANKLIN COUNTY	%	\$	\$	\$
JEFFERSON COUNTY	%	\$	\$	\$
ST. CHARLES COUNTY	%	\$	\$	\$
ST. LOUIS COUNTY	%	\$	\$	\$

Signature _____

Date _____

Southwest District	Prevailing Wage Hourly Rate Multiplier	Mobilization Single Site	Trenching Equipment 1st Hour	Trenching Equipment Add Hour
BARRY COUNTY	%	\$	\$	\$
BARTON COUNTY	%	\$	\$	\$
BATES COUNTY	%	\$	\$	\$
BENTON COUNTY	%	\$	\$	\$
CEDAR COUNTY	%	\$	\$	\$
CHRISTIAN COUNTY	%	\$	\$	\$
DADE COUNTY	%	\$	\$	\$
DALLAS COUNTY	%	\$	\$	\$
GREENE COUNTY	%	\$	\$	\$
HENRY COUNTY	%	\$	\$	\$
HICKORY COUNTY	%	\$	\$	\$
JASPER COUNTY	%	\$	\$	\$
LAWRENCE COUNTY	%	\$	\$	\$
MCDONALD COUNTY	%	\$	\$	\$
NEWTON COUNTY	%	\$	\$	\$
POLK COUNTY	%	\$	\$	\$
ST. CLAIR COUNTY	%	\$	\$	\$
STONE COUNTY	%	\$	\$	\$
TANEY COUNTY	%	\$	\$	\$
VERNON COUNTY	%	\$	\$	\$
WEBSTER COUNTY	%	\$	\$	\$

Signature _____

Date _____

Southeast District	Prevailing Wage Hourly Rate Multiplier	Mobilization Single Site	Trenching Equipment 1st Hour	Trenching Equipment Add Hour
BOLLINGER COUNTY	%	\$	\$	\$
BUTLER COUNTY	%	\$	\$	\$
CAPE GIRARDEAU COUNTY	%	\$	\$	\$
CARTER COUNTY	%	\$	\$	\$
DOUGLAS COUNTY	%	\$	\$	\$
DUNKLIN COUNTY	%	\$	\$	\$
HOWELL COUNTY	%	\$	\$	\$
IRON COUNTY	%	\$	\$	\$
MADISON COUNTY	%	\$	\$	\$
MISSISSIPPI COUNTY	%	\$	\$	\$
NEW MADRID COUNTY	%	\$	\$	\$
OREGON COUNTY	%	\$	\$	\$
OZARK COUNTY	%	\$	\$	\$
PEMISCOT COUNTY	%	\$	\$	\$
PERRY COUNTY	%	\$	\$	\$
POLK COUNTY	%	\$	\$	\$
REYNOLDS COUNTY	%	\$	\$	\$
RIPLEY COUNTY	%	\$	\$	\$
SCOTT COUNTY	%	\$	\$	\$
SHANNON COUNTY	%	\$	\$	\$
ST. FRANCIS COUNTY	%	\$	\$	\$
STE. GENEVIEVE	%	\$	\$	\$
STODDARD COUNTY	%	\$	\$	\$
TEXAS COUNTY	%	\$	\$	\$
WAYNE COUNTY	%	\$	\$	\$
WRIGHT COUNTY	%	\$	\$	\$

Signature_____

Date_____