



**MISSOURI DEPARTMENT OF
TRANSPORTATION
3602 NORTH BELT HIGHWAY
ST. JOSEPH, MISSOURI 64506-1399**

THIS IS NOT AN ORDER

REQUEST FOR BID

Date: August 28, 2013	Bid # NW-14-037	Bid Due By: Time:	September 10, 2013 01:00:00 PM CST
Buyer: Brenda Christie Phone: 816-387-2430 Email: Brenda.Christie@modot.mo.gov NO RFB RESPONSES ACCEPTED BY FAX	Bill To: MoDOT 3602 North Belt Highway St. Joseph, Missouri 64506-1399	F.O.B. Requirements: Destination Locations as referenced on pricing pages.	

This contract is to establish firm-fixed-pricing for Type S Corrugated Polyethylene Culvert Pipe and Bands for maintenance purposes. Each bid must be mailed in a sealed package, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified.

REQUIRED SPECIFICATIONS

All materials bid upon must comply with the attached MODOT Specification, MGS-92-13C and any other provisions outlined in the solicitation documents. The material to be supplied will meet the requirements of Section 1047 of the 2011 edition of the Missouri Standard Specifications for Highway Construction, and any revisions thereto, unless modified by these specifications. Northwest district will only accept "Type S" Corrugated Polyethylene culvert pipe as described in Section 2.1 (corrugated surface and smooth inner liner). **We will only accept plain end pipe (plain end-bandable-only). Bell & Spigot end pipe or snap-together poly pipe will not be accepted.** Materials must be sourced from vendors on MoDOT's approved list "Qualified Fabricators of Corrugated Polyethylene Culvert Pipe" (FS-1047 Table 1).

BID TABULATION AND AWARD

Award of this solicitation will be made on an "All Or Nothing" basis using the "lowest and best" (including delivery time frame and other factors to make our award decision) principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for tabulation/award results.

RIGHT OF ACCEPTANCE/REJECTION

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

LIQUIDATED DAMAGES

In the event the 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 extend of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of \$100.00 per day, per item, 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. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

DELIVERIES

Delivery costs must be included in the unit prices & not listed separately. The awarded vendor shall furnish MoDOT with a planned delivery schedule at least 24 hours before starting delivery. It will be necessary for a MoDOT representative to be present when material is delivered. No deliveries will be made outside of normal working hours, Saturdays, Sundays, or state holidays unless specifically authorized by the engineer or a designated representative.

*****NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFQ Process.**

SEE ATTACHED FOR TERMS AND CONDITIONS

Telephone No.		Firm Name	
Fax No.		Address	
Email		By (Signature)	
		Print Name	
Is your firm MBE certified?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	WBE <input type="checkbox"/> Yes <input type="checkbox"/> No DBE <input type="checkbox"/> Yes <input type="checkbox"/> No

PRICING PAGE

DESCRIPTION		TOTAL QTY LF	UNIT PRICE PER LF	EXTENDED PRICE
15" TYPE S CORRUGATED POLY CULVERT PIPE		1,075		
SECTION LENGTH	QTY IN LF	LOCATION		
20	130	ALBANY		
20	80	GRANT CITY		
20	45	KING CITY		
20	200	TRENTON		
20	400	CLEARMONT		
20	60	MARYVILLE		
20	160	BROOKFIELD		
DESCRIPTION		TOTAL QTY LF	UNIT PRICE PER LF	EXTENDED PRICE
18" TYPE S CORRUGATED POLY CULVERT PIPE		2,025		
SECTION LENGTH	QTY IN LF	LOCATION		
20	165	ALBANY		
20	290	GRANT CITY		
20	350	KING CITY		
20	320	TRENTON		
20	240	LATHROP		
20	340	CLEARMONT		
20	60	MARYVILLE		
20	120	TARKIO		
20	100	CHILLICOTHE		
20	140	BROOKFIELD		
DESCRIPTION		TOTAL QTY LF	UNIT PRICE PER LF	EXTENDED PRICE
24" TYPE S CORRUGATED POLY CULVERT PIPE		1,260		
SECTION LENGTH	QTY IN LF	LOCATION		
20	220	ALBANY		
20	270	GRANT CITY		
20	410	KING CITY		
20	60	TRENTON		
20	220	LATHROP		
20	80	CHILLICOTHE		
DESCRIPTION		TOTAL QTY LF	UNIT PRICE PER LF	EXTENDED PRICE
30" TYPE S CORRUGATED POLY CULVERT PIPE		160		
SECTION LENGTH	QTY IN LF	LOCATION		
20	160	BROOKFIELD		

BANDS

DESCRIPTION	TOTAL QTY (EA)	UNIT PRICE PER EA	EXTENDED PRICE
15" POLY BAND (widest made-including hardware)	39		
QTY (EA)	LOCATION		
7	ALBANY		
2	GRANT CITY		
2	KING CITY		
5	TRENTON		
13	CLEARMONT		
2	MARYVILLE		
8	BROOKFIELD		
DESCRIPTION	TOTAL QTY (EA)	UNIT PRICE PER EA	EXTENDED PRICE
18" POLY BAND (widest made-including hardware)	85		
QTY (EA)	LOCATION		
9	ALBANY		
15	GRANT CITY		
18	KING CITY		
8	TRENTON		
8	LATHROP		
11	CLEARMONT		
2	MARYVILLE		
3	TARKIO		
4	CHILLICOTHE		
7	BROOKFIELD		
DESCRIPTION	TOTAL QTY (EA)	UNIT PRICE PER EA	EXTENDED PRICE
24" POLY BAND (widest made-including hardware)	57		
QTY (EA)	LOCATION		
11	ALBANY		
14	GRANT CITY		
21	KING CITY		
2	TRENTON		
7	LATHROP		
2	CHILLICOTHE		
DESCRIPTION	TOTAL QTY (EA)	UNIT PRICE PER EA	EXTENDED PRICE
30" POLY BAND (widest made-including hardware)	6		
QTY (EA)	LOCATION		
6	BROOKFIELD		

TOTAL ALL ORDER EXTENSION :	
Delivery Time (# of workdays / A.R.O. = After Receipt of Order):	A.R.O.
Qualified Materials Supplied By (Manufacturer):	

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.

<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



CORRUGATED POLYETHYLENE CULVERT PIPE MGS-92-13C

1.0 DESCRIPTION. These specifications cover the purchase of corrugated polyethylene culvert pipe for maintenance purposes.

2.0 MATERIALS. The pipe shall comply with applicable sections of [Specification Sec 1047](#), except as noted herein.

2.1 Pipe shall be furnished as one of the following types. Unless otherwise specified in the bid request, only Type S will be permitted.

Type S -	corrugated surface outside and smooth inner liner
Type SP -	perforated Type S pipe

3.0 ORDERING INFORMATION.

3.1 Diameter, length, and quantity of pipe, are to be shown in the order. If perforations or a specific type are required, the type is also to be shown.

4.0 ACCEPTANCE. Material will be accepted in accordance with [Specification Sec 1047](#).



SECTION 1047

POLYETHYLENE CULVERT PIPE

1047.1 Scope. This specification covers polyethylene culvert pipe used for the construction of culverts and other uses specified in the contract documents.

1047.2 Basis of Acceptance. Acceptance of polyethylene culvert pipe will be based on the pipe being provided by a qualified manufacturer, certification, manufacturer quality control documentation, identification markings and tests on samples of the material as required by the engineer.

1047.3 Material. Polyethylene culvert pipe, couplings and fittings shall be in accordance with AASHTO M 294 for corrugated or AASHTO MP 20 for steel reinforced. In case of conflict with AASHTO M 294 or AASHTO MP 20, these specifications shall govern.

1047.3.1 Section properties shall be within the following limits:

Nominal Size <i>S</i> (in.)	Corrugated						
	Minimum						Maximum
	Effective Pipe Wall Area A_{eff} (in. ² /in.)	Pipe Wall Centroid to Inside Face y_c (in.)	Pipe Wall Moment of Inertia I (in. ⁴ /in.)	Area Ratio ^a A_{eff} / A_g	Extreme Fiber Ratio ^b y_c / c	Inside Diameter D_i (in.)	Outside Diameter D_o (in.)
12	0.163	0.382	0.0313	0.699	0.494	12.02	14.60
15	0.202	0.413	0.0465	0.768	0.447	14.83	17.82
18	0.209	0.569	0.0653	0.749	0.554	17.83	21.42
24	0.233	0.669	0.1317	0.667	0.552	23.71	27.98
30	0.2330	0.757	0.2415	0.816	0.448	29.46	34.98
36	0.294	1.058	0.3153	0.683	0.588	35.44	41.92
42	0.331	1.140	0.5395	0.693	0.564	40.98	48.18
48	0.323	1.095	0.4682	0.681	0.543	47.12	54.34
60	0.438	1.477	0.8150	0.751	0.766	58.90	66.97

^a A_g equals gross area of pipe wall per unit length of pipe (in²/in.).

^b c equals the distance from the pipe wall centroid to the outermost fiber (in.).

Nominal Size <i>S</i> (in.)	Steel Reinforced			
	Minimum			Maximum
	Wall Steel Area A (in. ² /ft)	Wall Steel Moment of Inertia I (in. ⁴ /in.)	Rib Radius of Gyration r (in.)	Rib Width/Thickness Ratio b/t
24	0.348	0.00063	0.144	8.97
30	0.344	0.00086	0.170	10.03
36	0.404	0.00122	0.187	10.36

1047.3.2 The pipe shall be Type S and not be perforated unless specified otherwise.

1047.3.3 Field joints shall provide circumferential and longitudinal strength to maintain the pipe alignment, prevent separation of pipe and prevent infiltration of fill material. Coupling bands, if used, shall be of the same base material as the pipe. Corrugations in the bands shall have the same configuration as the corrugations in the pipe ends being connected. Prior to use, the design of coupling bands and fastening devices shall be submitted to and approved by Construction and Materials. Final acceptance of coupling bands and fastening devices will be based on field performance.

1047.3.4 The manufacturer shall provide to the engineer an itemized statement of the sizes, section properties and lengths of pipe in each shipment.

1047.3.5 Pipe may be fabricated using English units of measurement. Pipe fabricated using English measurements shall meet the diameter dimensions shown on the plans. Pipe tolerances will be in accordance with AASHTO M 294 or AASHTO MP 20 .

1047.4 Sampling, Testing and Acceptance Procedures. All manufacturers furnishing pipe meeting the requirements of AASHTO M 294, for MoDOT projects shall be qualified as described herein. All manufacturers furnishing pipe meeting the requirements of AASHTO MP 20 for MoDOT projects shall meet the quality control and assurance requirements of the appendix section in MP 20 and these specifications. All pipe will be subject to inspection by the engineer at the source of manufacture, at an intermediate shipping terminal or at destination. The engineer shall be allowed unlimited access to all facilities and records as required to conduct inspection and sampling in accordance with Sec 106.

1047.4.1 Application for Placement on Qualified List. To become qualified to furnish pipe meeting AASHTO M 294, a written request shall be sent by the manufacturer to Construction and Materials, and shall include the following information:

(a) A copy of the manufacturer's current National Product Evaluation Program (NPEP) certification.

(b) The pipe manufacturer's certified analysis certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and class of polyethylene compounds. The certificate shall be sworn for the manufacturer by a person having legal authority to bind the company. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter pipe to be furnished, conforming to all requirements of these specifications. Pipes shall be randomly selected for test by the independent testing laboratory and shall be representative of that manufacturer's pipe.

(c) A guarantee that all pipe furnished shall be in accordance with the specification requirements, shall bear a suitable identification brand or mark and shall be replaced without cost to the Commission when not in accordance with the specified requirements. The guarantee shall be worded such that the guarantee will remain in effect as long as the manufacturer continues to furnish material. The manufacturer shall conduct tests and measurements as necessary to ensure the material produced complies with all specification requirements. These tests and measurements shall be identified by the identification symbols or code used on the pipe in a manner that will permit the manufacturer to produce specific reports showing test results representative of specific lots of polyethylene pipe. Copies of reports of these tests shall be kept on file and shall be submitted to the engineer upon request. The brand shall be removed or obliterated by the manufacturer on all material where control tests, as outlined herein, are not in accordance with this specification.

(d) Units of measurement, English or metric, used to fabricate the pipe.

1047.4.2 Maintaining Qualification. To maintain qualification to furnish pipe meeting AASHTO M 294 , the manufacturer shall perform and maintain a quality control program in accordance with the NTPEP Certification Program. The manufacturer's NTPEP certification shall be maintained. The manufacturer shall maintain for three years a record of all test results, inspections and the bill of lading for each shipment of material used in the production of pipe and for each shipment of pipe. The manufacturer shall notify Construction and Materials at least 24 hours prior to each shipment of pipe to a MoDOT project. Additional pipe may be considered part of the original shipment when the ordered quantity was underestimated or material was lost or damaged. A bill of lading in accordance with Sec 1047.6 shall be provided for each shipment of pipe.

1047.4.3 Disqualification of a Manufacturer. A manufacturer may be disqualified to provide pipe for use on MoDOT projects based on the discretion of Construction and Materials, for reasons including, but not limited to, not maintaining NTPEP certification, failure of material to consistently meet specifications, falsification of documentation, misbranding of pipe, unsatisfactory performance in the field or for other reasons indicating lack of consistent material quality.

1047.4.3.1 In the case where a manufacturer loses NTPEP certification and was not disqualified for any other reason, reinstatement will be considered when the manufacturer is recertified by NTPEP.

1047.4.3.2 A manufacturer will not be considered for reinstatement until after one year from the date of removal for falsification of documents.

1047.4.3.3 Three notices of failure to meet specification requirements within a 12-month period will be cause for disqualification of the manufacturer for one year, effective from the date of the third notice.

1047.4.3.4 A manufacturer disqualified within one year of the end of a disqualification may be subject to permanent removal, with no application for reinstatement accepted for a period of three years.

1047.4.4 Reinstatement of a Manufacturer. Consideration of reinstatement of a manufacturer once disqualified will be no sooner than specified in Sec 1047.4.3, will require a written document from the manufacturer stating the reasons for disqualification and the action taken to correct those deficiencies, written concurrence from Construction and Materials that the problem has been suitably addressed, followed by a new application in accordance with Sec 1047.4.1.

1047.4.5 Sampling of Material. Random sampling of the pipe will be conducted by the engineer to verify pipe and material is in accordance with this specification. Samples of polyethylene pipe will be obtained from fabricated culvert sections in accordance with AASHTO M 294 or AASHTO MP 20 at a frequency determined by the engineer.

1047.4.6 Inspection. Inspection will include an examination of the pipe for markings, deficiency in specified diameter, net length of fabricated pipe and evidence of poor workmanship. The inspection may include taking samples.

1047.4.7 Testing. Specimen testing size and method of tests shall be in accordance with AASHTO M 294 or AASHTO MP 20. The contractor or manufacturer shall provide the

“This certifies that the pipe and bands in this shipment are in accordance with MoDOT specifications, were fabricated at an approved plant and were fabricated from the following brand names:”



**FIELD SECTION 1047 TABLE 1
QUALIFIED FABRICATORS OF CORRUGATED
POLYETHYLENE CULVERT PIPE
(1047CPPE..)**

(*Please note that this list does not include suppliers or yards that do not actually fabricate pipe but may supply pipe from these approved production facilities)

<u>Plant</u>	<u>Fabrication Units</u>	<u>Added</u>
Advanced Drainage Systems, Inc. 100 N.E. 20 th Street Eagle Grove, IA 50533	Metric	(11/04)
Advanced Drainage Systems, Inc. 210 Metro Park Blvd. Ennis, TX 75119	Metric	(11/04)
Advanced Drainage Systems, Inc. 205 Apache Drive Jackson, MS 39272	Metric	(11/04)
Advanced Drainage Systems, Inc. Buck Creek Church Road Livermore, KY 42352	Metric	(11/04)
Advanced Drainage Systems, Inc. 1600 Industrial Drive Mendota, IL 61342	Metric	(11/04)
Advanced Drainage Systems, Inc. PO Box 367 2340 E US Hwy 40 Brazil, IN 47834	Metric	(10/10)
Advanced Drainage Systems, Inc. 400 East High Street London, OH 43140	Metric	(08/12)
Haviland Drainage Products 100 West Main Street Haviland, OH 45851	English and Metric	



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NW Maintenance Building Addresses

8/5/2013

Building	County	Address	Driving Directions
Albany	Gentry	5753 E. U.S. Hwy. 136, 64402	136 E of Town.
<i>Barnard</i>	<i>Nodaway</i>	<i>29544 Rt. M, 64423</i>	<i>Rt. M @ West edge of Barnard</i>
Bethany	Harrison	3101 Miller St., 64424	Hwy. 136 .4 miles w/o I-35 behind Moulin laundromat & car wash
<i>Bosworth</i>	<i>Carroll</i>	<i>Becks Street, 64623</i>	<i>0.4 miles n/o Route M</i>
Brookfield	Linn	28877 Hwy. 11, 64628	Rt. 36 and Rt. 11 Jct.
<i>Brookfield Sp Cr</i>	<i>Linn</i>	<i>28865 Hwy. 11, 64628</i>	<i>Rt. 36 and Rt. 11 Jct.</i>
*Cameron	DeKalb	513 E. Grand, 64429	Old Rt. 36 - ¼ mi. e/o Rt. 69 (Behind Bank MW)
Carrollton	Carroll	215 S. Mason, 64633	Old Rt. 65 - 0.2 miles s/o Bus. 65
*Chillicothe	Livingston	1301 Mitchell Ave, 64601	Rt. 36 - 1 mile e/o Rt. 65; south on Mitchell Avenue
Clearmont	Nodaway	18826 State Highway C, 64431	Rt. C - ½ mi. w/o Rt. 71
<i>*Coffey</i>	<i>Daviess</i>	<i>12497 St. Hwy. 13, 64636</i>	<i>½ mi. s/o Jct. B on Rt. 13</i>
<i>*Eagleville</i>	<i>Harrison</i>	<i>19021 Rt. N, 64442</i>	<i>No. side of N ¼ mi. w/o I-35</i>
<i>Faucett</i>	<i>Buchanan</i>	<i>P.O. Box 245, 64448</i>	<i>Route DD - ¼ mi. w/o I-29</i>
*Gallatin	Daviess	19335 Pepper Ave., 64640	½ mi. w/o DD on Rt. 6
Grant City	Worth	Rt 3 Box 15A, 800 E 2nd St, 64456	Rt. 46 - ¼ Mi. W/O 169
<i>Green City</i>	<i>Sullivan</i>	<i>17403 Rt. 129, 63545</i>	<i>Rt. 129 and Rt. YY Jct.</i>
<i>Hamilton</i>	<i>Caldwell</i>	<i>1001 S. Hughes, 64644</i>	<i>Rt. 13 @ Jct. 36</i>
<i>Harris</i>	<i>Sullivan</i>	<i>15587 Hwy. 139, 64645</i>	<i>Rt. 139 - 0.6 miles s/o Rt. E</i>
<i>Jct. C & V (Shelby)</i>	<i>Linn</i>	<i>16131 Hwy. V, Purdin, MO 64674</i>	<i>Rt. C and Rt. V Jct.</i>
Keytesville	Chariton	220 E. Jackson, 65261	Rt. 24 and Rt. 5 Jct.
King City	DeKalb	9990 NW Hwy. 169, 64463	South of town E side of 169
<i>Kingston</i>	<i>Caldwell</i>	<i>145 N. Van Buren, 64650</i>	<i>1 block w/o Route 13</i>
Lathrop	Clinton	100 North Street, 64465	.3 mi. e/o Jct. 116 & A
*Maryville	Nodaway	28320 250th Street, 64468	Stay on 71 w/AE Complex
<i>Maysville</i>	<i>DeKalb</i>	<i>601 East Main, 64469</i>	<i>½ m E of 33 on 6</i>
Milan	Sullivan	1800 North Pearl, 63556	Rt. 6 and Rt. 5 Jct.
Mound City	Holt	24876 Hwy. 118, 64470	Rt. 118 - ¼ mi. W. I-29
<i>Oregon</i>	<i>Holt</i>	<i>512E Lindon St., 64473</i>	<i>Rt. 59 @ Oregon</i>
<i>*Plattsburg</i>	<i>Clinton</i>	<i>801 S. Main, 64477</i>	<i>Rt. C N of Cemetery</i>
Princeton	Mercer	RR2, Box 316B, 64673	Rt. 65 - 1 mile n/o Rt. 136
<i>Rock Port</i>	<i>Atchison</i>	<i>17009 Hwy 136, Box 230, 64482</i>	<i>136 1m E of I29</i>
*Rushville	Buchanan	Rte. 116, 64484	116 ¼ E 59
*St. Joe Metro	Buchanan	4718 S. 169 Hwy., 64507	S 169
Savannah	Andrew	11791 Bus. 71 Hwy, 64485	½ M N of Savannah on Bus. 71
<i>*Stewartsville</i>	<i>DeKalb</i>	<i>1307 N. Main, 64490</i>	<i>¼ M S 36 on K</i>
<i>*Tarkio</i>	<i>Atchison</i>	<i>US 136 Box 26874, 64491</i>	<i>Rt. 136 - 1 m E Tarkio</i>
Trenton	Grundy	230 East Hwy. 6, 64683	Rt. 6 - 2 miles e/o Rt. 65
Unionville	Putnam	2653 Main St., 63565	Rt. 136 - 0.2 miles west of Rt. 5 East

*Grounds are locked after working hours.

Red means building is closed.

Missouri Highways and Transportation Commission
Standard Bid 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.

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.