

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64086**

REQUEST NO.	KC-B12-001
DATE	January 20, 2012
PAGE NO.	1 NO. OF PAGES 14

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

February 7, 2012 at 1:00 PM CST

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

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

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destination

Locations as referenced in bid

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER:	Robin Warren Procurement Agent	BUYER TELEPHONE:	816-347-4111
		BUYER EMAIL:	Robin.Warren@modot.mo.gov

SUPPLIES OR SERVICES

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide **Aggregate**. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

*****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 RFB Process.*

****The bidder must use the firm name under which he/she is registered to do business in the State of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. Failure to use the correct firm name on all bid documents will result in delaying the contract award.**

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	Type/Print Name _____
Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Title: _____
Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. Introduction

- 1.1 This contract is to establish firm-fixed-pricing for aggregate material for maintenance purposes. Sealed bids will be accepted to supply aggregate material as stated in this bid. The contractor shall provide aggregate to the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 1.2 Unless otherwise noted, the contractor shall furnish all material, labor, facilities, equipment and supplies necessary to provide the deliverables/services required herein.
- 1.3 The contract period shall be from Notice to Proceed through the completion dates specified by each district. The completion dates are stated on the Pricing Pages for each district.

2. Quantities

- 2.1 The quantities identified in the Pricing Pages are estimates only. The quantities may or may not represent the actual quantities encountered on the job.
- 2.2 MoDOT may increase or decrease quantities by 40 percent. MoDOT will issue a Notice to proceed or purchase orders after the Missouri Highways and Transportation Commission approves the contract.
- 2.3 The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.
- 2.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.

3. Material

All material shall conform to **Missouri Standard Specifications for Highway Construction, 2011 Edition**, and any revisions thereto, except as revised herein:

- 3.1 Section 1001.14 Aggregate Quality Control/Quality Assurance. Aggregate produced under an approved MoDOT QC/QA program will be accepted on that basis. All other aggregates are subject to the department's conventional inspection and acceptance procedures. All mine tailing shall meet the requirements of Section 1001.12 Mining By-Product Aggregates.
- 3.2 MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

4. Delivery

- 4.1 If requested by MoDOT, the contractor shall provide the services specified herein to the applicable MoDOT location(s) as specified in accordance with the pricing pages.
- 4.2 The starting and completion dates for the delivery of the material shall be as shown on the pricing pages within this document for each district.
 - 4.2.1 If the date the purchase order is issued is less than 15 days from the completion date, the contractor shall be given an extension for delivery. The contractor shall be given at a minimum 15 days to deliver upon issuance of a purchase order.
- 4.3 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the vendor or hauler and the appropriate MoDOT district office.
- 4.4 *Delivery to be made with side dump tractor trailers to the roadway and dump as directed.*

MISSOURI DEPARTMENT OF TRANSPORTATION
KANSAS CITY, MISSOURI
Aggregate

Request No. KC-B12-001

5. Ticket Requirements

- 5.1 The contractor's printer must be capable of keeping and printing cumulative totals for each item number in the contract. The contractor's printer shall produce a ticket in triplicate to accompany each truckload and shall be furnished to MoDOT. The ticket shall include the following information:
- a. Gross, tare and net weights (masses).
 - b. Identification of the vehicle
 - c. Current date and time
 - d. MoDOT's Purchase Order Number
 - e. Unique ticket number (may be preprinted on the ticket).
 - f. Item, Specification Designation and Location
- 5.2 In the event the contractor lacks the ability to print a ticket, a manual ticket may be furnished, with the approval of the engineer.
- 5.3 In the event of automatic ticket failure, the contractor may be permitted, without approval from the engineer, to furnish manually written tickets to complete that day's operation.
- 5.4 The contractor shall understand and agree that vehicle scales shall adhere to section 310.4 of the Missouri Standard Specifications for Highway Construction, 2011 Edition.
- 5.5 The contractor shall issue a ticket to all trucks hauling material adhering to section 404.2.13 of the Missouri Standard Specifications for Highway Construction, 2011 Edition.

6. Liquidated Damage Requirements

- 6.1 The contractor shall agree and understand that providing the aggregate in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. In the event the contractor fails to provide the specified services for the aggregate in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day for each such delinquent day.
 - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the MoDOT, at the sole discretion of the MoDOT.
 - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

7. Invoicing and Payment Requirements

- 7.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 7.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

MISSOURI DEPARTMENT OF TRANSPORTATION
KANSAS CITY, MISSOURI

Aggregate

Request No. KC-B12-001

- 7.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 7.4 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 7.5 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

8. Bid Submission

- 8.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the Kansas City District Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the Kansas City District Office located at 600 NE Colbern Road, Lee's Summit, MO, no later than **1:00 p.m., CST, February 7, 2012.**

RFB Coordinator:

Robin Warren
Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, MO 64086
PHONE: (816) 347-4111

- 8.2 All bids must be received in a sealed package clearly marked "**Aggregate**"
- 8.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 8.4 **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.
- 8.5 Bidders may submit separate bid bonds, certified checks, cashier's checks or bank money orders for each district being submitted for bid.
- 8.6 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.

MISSOURI DEPARTMENT OF TRANSPORTATION
KANSAS CITY, MISSOURI

Aggregate

Request No. KC-B12-001

- 8.7 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
- 8.8 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “Item-By-Item” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- 8.9 **Open Competition/Request for Bid Document**
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than five (5) working days prior to the RFB opening date may not be answered.
- 8.10 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by the MoDOT.

Aggregate – The bidder shall provide a firm, fixed price in the table below for providing the deliverables/services in accordance with the provisions and requirements specified herein. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

SPECIFICATION DESIGNATION: *Type 2 Rock Blanket—Section 611.30*

http://www.modot.org/business/standards_and_specs/Sec0611.pdf

STARTING AND COMPLETION DATES

Earliest Delivery Date

Completion Date

Upon Receipt of "Notice to Proceed"

March 15, 2012

Item	Roadway Delivery	Tons	Price Per Ton
RAY COUNTY			
1	Route J*	4500	\$

***Route J between MO 13 and the Crooked River**

The **Bidder** represents he has a plant available for use in this work which is capable of producing the grade of material specified and guarantees that deliveries will be made at no less than the daily rate shown under "**Rate of Delivery**" in this bid and will, if necessary to maintain this delivery rate, immediately install any additional equipment needed to increase the rate of production or delivery.

Quantity of material under contract, agreement or order still to be produced on this date:

Tons

On Highway and Transportation Orders _____
For Highway and Transportation Contractors _____
For Others _____

Kind and condition of producing and hauling equipment _____

REMARKS _____

Bidders may limit the quantity of materials, which they will accept under this bid by so specifying herein. The Commission reserves the right to award contracts in such a manner as is most advantageous to the Commission.

IF THE BIDDER DESIRES TO LIMIT THE AMOUNT WHICH HE WILL ACCEPT UNDER THIS BID, COMPLETE THE FOLLOWING:

The maximum amount of materials which I will accept award of under this bid is _____.

Company _____

Address _____

_____ Zip Code

PLEASE SHOW TELEPHONE NUMBER

Business _____

Resident _____

Fax _____

Federal I.D. No. _____

By _____
Signature

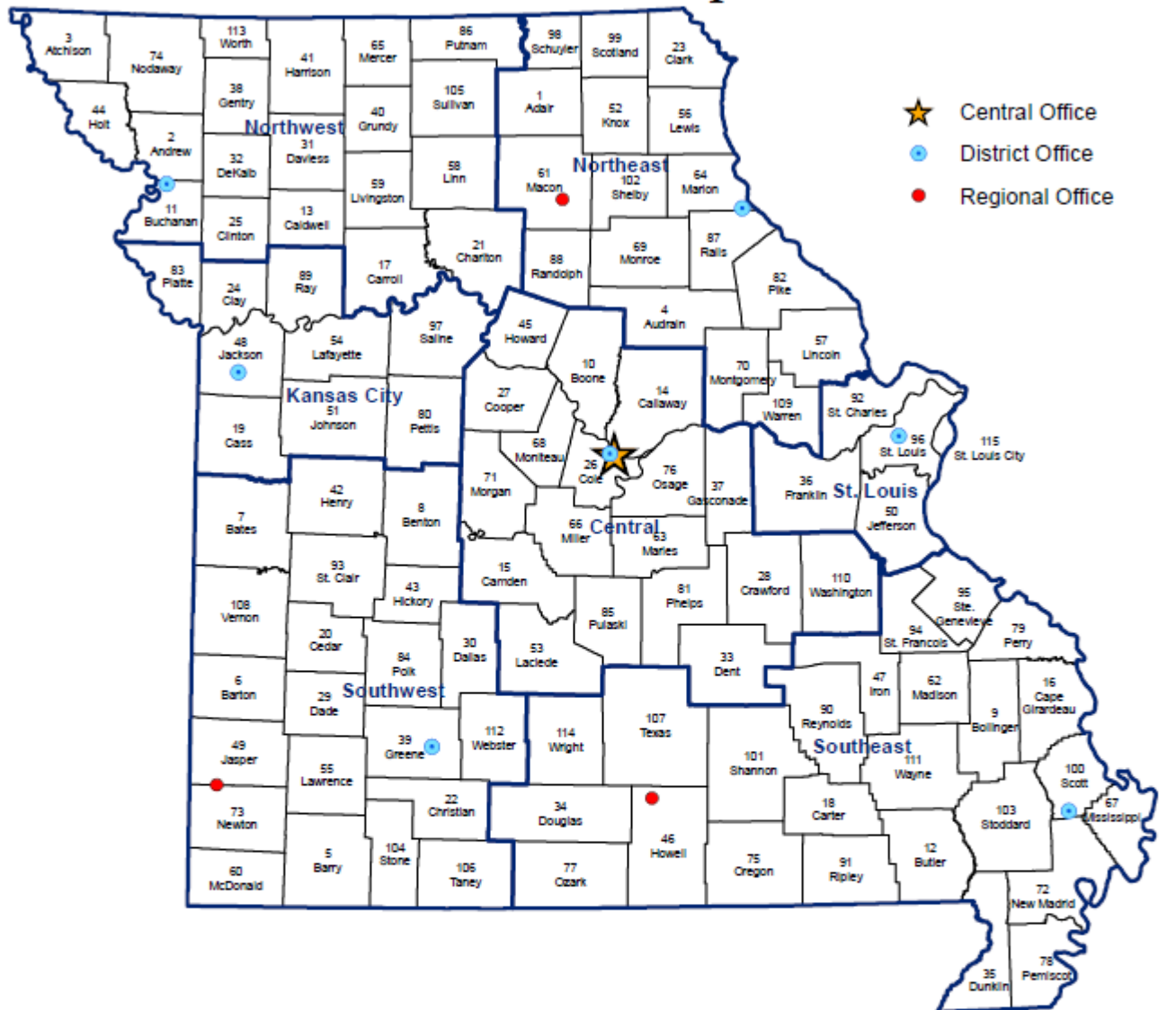
Title _____

Date _____

NOTE: IT IS ESSENTIAL THAT THIS SHEET BE SIGNED AND FILLED OUT IN EVERY DETAIL THAT PERTAINS IN ANY WAY TO THE PRODUCTION AND DELIVERY OF THIS MATERIAL.

(Any further information desired regarding this work may be obtained from the **District Office of the District** in which the material is to be used or from **General Services** at Jefferson City, Missouri.)

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	Marion	64 NE	Platte	83 KC	Stoddard	103 SE
Audrian	4 NE	Clay	24 KC	Holt	44 NW	Monroe	65 NW	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	Pumam	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	Know	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	St. Genevieve	95 SE	St. Louis City	115 SL
Cape Girardeau	16 SE	Franklin	36 SL	Lewis	56 NE	Osage	76 C	St. Louis	96 SL		
Carroll	17 NW	Gasconade	37 C	Lincoln	57 NE	Ozark	77 SE	Saline	97 KC		
Carter	18 SE	Gentry	38 NW	Linn	58 NW	Pemiscot	78 SE	Schuyler	98 NE		
Cass	19 KC	Greene	39 SW	Livingston	59 NW	Perry	79 SE	Scotland	99 NE		
Cedar	20 SW	Grundy	40 NW	McDonald	60 SW	Pettis	80 KC	Scott	100 SE		



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.

<u>Item (or item number)</u>	<u>Location Where Item is Manufactured or Produced</u>

*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

COOPERATIVE PROCUREMENT

The Department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Spring Aggregate** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Spring Aggregate** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor must complete the appropriate sections of this form and submit with their bid.)

ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

_____ being first duly sworn,

deposes and says that he is _____

Title of Person Signing

of _____

Name of Bidder

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

Aggregate
KC-B12-001
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ ,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation
Commission**) in the penal sum of:

_____ **Dollars**
(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and
Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation
Commission for furnishing **Aggregate** as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the
Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation
Commission the contract and contract bond in compliance with the requirements of the proposal, the
specifications and the provisions of law, to the satisfaction of the Highways 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 Highways 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 Highways and Transportation Commission shall immediately and forthwith be entitled to
recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of
recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY
authorized to conduct surety business in the State of Missouri.

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.

Missouri Highways and Transportation Commission

Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- 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

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.