

BID FORM

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

REQUEST NO.	2-130729RW
DATE	July 16, 2013

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

**July 29, 2013 at 2:00 PM Local Time**

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

FOB Destination

Locations as referenced in bid

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	Robin Warren Sr. General Services Specialist	<b>BUYER TELEPHONE:</b>	573-526-7929
		<b>BUYER EMAIL:</b>	Robin.Warren@modot.mo.gov

**SUPPLIES OR SERVICES**

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide **Permanent Roadside Delineation**. 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.

**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.*

<b>Date:</b>	_____	<b>Firm Name:</b>	_____
<b>Telephone No.:</b>	_____	<b>Address:</b>	_____
<b>Fax No.:</b>	_____		_____
	_____	<b>By (Signature):</b>	_____
<b>Email Address:</b>	_____	<b>Type/Print Name</b>	_____
		<b>Title:</b>	_____

MISSOURI DEPARTMENT OF TRANSPORTATION  
*Permanent Roadside Delineation*

RFB 2-130729RW

**1. Introduction**

- 1.1 The contractor shall provide Permanent Roadside Delineation to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from the Notice to Proceed through July 31, 2014, with three (3) one-year renewal options periods.
  - a. Renewal Period - If MoDOT exercises the renewal option, the contractor shall agree to all terms and conditions of this bid and all subsequent amendments. The requirements for future months shall remain the same. MoDOT does not automatically grant a price increase at the time of renewal.
  - b. Escalation Clause - In the event the contractor requests a price increase during the renewal period, the contractor must provide a written request and documentation justifying the need for a price increase and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse. In the event a price increase is granted due to an approved escalation, the renewal increase shall be based upon the current contract value.

**2. Quantities**

- 2.1 Delineators must be priced and packaged 25 per box.
- 2.2 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.3 MoDOT will issue purchase orders throughout the contract period on an as needed basis.

**3. Delivery**

- 3.1 The contractor shall deliver delineators and/or parts, as specified herein, to all MoDOT districts located throughout the state as identified by each purchase order.
- 3.2 Delivery must be within thirty (30) days after receipt of order.
- 3.3 In the event the contractor does not expect to meet the contract delivery date and time requirements, the ordering district should be notified of the delay.

**4. Invoicing and Payment Requirements**

- 4.1 The bidder shall provide a firm, fixed price 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 on the pricing pages.
- 4.2 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.
- 4.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

**5. Award**

- 5.1 For the purpose of this bid, items will be awarded on a “**Category by Category**” basis of the lowest price product meeting the requirements of this bid.
- 5.2 In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

### *Permanent Roadside Delineation*

## 6. Bid Submission:

MISSOURI DEPARTMENT OF TRANSPORTATION  
*Permanent Roadside Delineation*

RFB 2-130729RW

**RENEWAL PERIOD:** In the event MHTC exercises its options to renew the contract for three (3) additional one-year periods pursuant to the applicable provisions outlined in this document, the bidder shall provide below the maximum percentage of increase or maximum percentage of decrease for the renewal period. The percentage shall be computed against the **current contract price** during the renewal period. **If a renewal percentage is not provided,** the prices during the renewal period shall be the same as during the current contract period.

Furthermore, the bidder is advised the MHTC does not automatically grant increases at the time of renewing the contract and if an increase is requested, documentation of need must be provided at the time of renewal.

**1<sup>st</sup> Renewal Period**      \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period**      \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**3<sup>rd</sup> Renewal Period**      \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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:  <i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business</b>.</i>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table border="1"><thead><tr><th><u>M/WBE Name</u></th><th><u>Percentage of Contract</u></th><th><u>M/WBE Certifying Agency</u></th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table> <i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>.</i>		<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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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								
<i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced</b>.</i>									
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> 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. <table border="1"><thead><tr><th><u>Veteran Information</u></th><th><u>Business Information</u></th></tr></thead><tbody><tr><td>Service-Disabled Veteran's Name (Please Print)</td><td>Service-Disabled Veteran Business Name</td></tr><tr><td> </td><td> </td></tr><tr><td>Service-Disabled Veteran's Signature</td><td>Missouri Address of Service Disabled Veteran Business</td></tr></tbody></table>		<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
<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								

COOPERATIVE AGREEMENT NOTICE  
***RFB 2-130723RW***

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Permanent Roadside Delineation** 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 **Permanent Roadside Delineation** 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 should complete the appropriate sections of their form and submit with their bid.)

**CATEGORY 1 PRICING PAGE**

<b>Item</b>	<b>Description</b>	<b>Unit of Issue:</b>	<b>Unit Price</b>
1	Flexi-Guide, 300 Series, FG336 UR	25/box	
2	Flexi-Guide, 300 Series, FG318 UR	25/box	
3	Safe Hit Series SH536SME1	25/box	
4	Safe Hit Series SH518SME1	25/box	
5	Rubber Tough, ST536SMPE1	25/box	
6	Rubber Tough, ST518SMPE1	25/box	
Replacement Parts			
<b>Item</b>	<b>Part No.</b>	<b>Description</b>	<b>Unit Price</b>
7	FG	Bases	
8	FG	Posts Only-18"	
9	FG	Posts Only-36"	
10	SH5	Bases	
11	SH5	Posts Only-18"	
12	SH5	Posts Only-36"	
13	ST5	Bases	
14	ST5	Posts Only-18"	
15	ST5	Posts Only-36"	

Company:

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Signature:

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**CATEGORY 2 PRICING PAGE****SHUR-FLEX SURFACT MOUNT DELINEATORS**

<b>Item</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
1	*36" Post, 3 ½" Top, Base & 4 Ea. Anchor Bolts (Complete), SF0040-36	25/box	
2	*48" Post, 3 ½" Top, Base & 4 Ea. Anchor Bolts (Complete), SF0040-48	25/box	

**NOTE: Post and Sheeting Color Specified at Time of Order****\* Ea. Post will have 2 - 3" x 3" Tabs & 2 - 3" x 8" Strips of MoDOT Type 7 Sheeting Applied****REPLACEMENT PARTS**

<b>Item</b>	<b>Part No.</b>	<b>Description</b>	<b>Unit Price</b>
3	SF0041	*36" Replacement Post, 3 ½" Top	
4	SF0043	*48" Replacement Post, 3 ½" Top	
5	SF0037	SHUR-FLEX® Surface Mount "T" Joint Only	
6	SF0038	Base Only	
7	SF0039	Base and SHUR-FLEX® "T" Joint Only	
8	SF0050	½" X 3 ½" Anchor Bolt with Washer & Nylon Expansion Plug	

Company:

Signature:



**CATEGORY 3 PRICING PAGE****SHUR-CURB TRAFFIC SEPARATORS (WHITE OR YELLOW)**

<b>Item</b>	<b>Description:</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
1	*SHUR-CURB™ 40" Curb Section with 36" Post , RPM'S & 6 Ea. Anchor Bolts, SF0200	25/box	

**NOTE: Post and Sheeting Color Specified at Time of Order**

**\* Ea. Post will have 2 - 3" x 8" Strips of MoDOT Type 7 Sheeting Applied**

**REPLACEMENT PARTS**

<b>Item</b>	<b>Part No.</b>	<b>Description</b>	<b>Unit Price</b>
2	SF0110	36" Replacement Post with SHUR-FLEX Insert	
3	SF0116	36" Replacement Post Only	
4	SF0120	40" Curb Only with RPM'S & 6 Ea. Anchor Bolts	
5	SF0122	SHUR-FLEX® Insert with Pin & Bolt	

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

**CATEGORY 4 PRICING PAGE****FLEXI-GUIDE 300 CURB SYSTEMS**

<b>Item</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
1	FG 300 IG Curb Section with 36" FG 336 UR post and 4 anchor bolts	1	
2	FG 300 IG Curb Section with 36" FG 336 EFX post and 4 anchor bolts	1	
3	FG 300 Curb End Cap with 4 anchor bolts *1 cap per long line of curb required	1	
Each post is sheeted with 2 - 3" bands of Reflexite AR 1000 sheeting Post, cap and sheeting color specified at time of order - white or yellow 2.5" x 3/8" concrete bolt or 4" x 3/8" asphalt anchor specified at time of order			

**Replacement Parts**

<b>Item</b>	<b>Part No.</b>	<b>Description</b>	<b>Unit Price</b>
4	80CURB100	FG 300 white curb section	
5	80CURB102	FG 300 yellow curb section	
6	8FG336WHTUR113	FG 336 UR 36" white post with sheeting	
7	8FG336YELUR108	FG 336 UR 36" yellow post with sheeting	
8	8FG336YELEFX114	FG 336 EFX 36" yellow post with sheeting	
9	8FG336WHTEFX103	FG 336 EFX 36" white post with sheeting	
10	80CURB130	FG 300 white end cap	
11	80CURB120	FG 300 yellow end cap	
12	80CANCHBLT	2.5" x 3/8" concrete anchor bolt	
13	80CURBANCHOR	4" x 3/8" asphalt anchor bolt	

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

## CATEGORY 5 PRICING PAGE

## TUFF CURB XLP

Item	Part No.	Description	Unit Price
		<b><u>Hazard Markers</u></b>	
1	228	8" x 24" (36") Hazard Marker Double Left for Fixed Base without Base	
		<b><u>Tuff Curb</u></b>	
2	TUFFCURBXLP-Y	Tuff Curb XLP Yellow (40"x 8"x 2")	
3	TUFFCURBXLP-W	Tuff Curb XLP White (40"x 8"x 2")	
4	TCXLPCLP-WHT	Yellow Coupler	
5	TCXLPCLP-YEL	White Coupler	
		<b><u>Tuff Post Tubular Markers and Delineators</u></b>	
6	TUFFTP36W	36" White Tuff Post Tubular Marker	
7	TUFFDP36W	36" White Tuff Post Delineator	
8	TUFFTP36Y	36" Yellow Tuff Post Tubular Marker	
9	TUFFDP36Y	36" Yellow Tuff Post Delineator	
10	TUFFTP42W	42" White Tuff Post Tubular Marker	
11	TUFFDP42W	42" White Tuff Post Delineator	
12	TUFFTP42Y	42" Yellow Tuff Post Tubular Marker	
13	TUFFDP42Y	42" Yellow Tuff Post Delineator	
14	TUFFTP48W	48" White Tuff Post Tubular Marker	
15	TUFFDP48W	48" White Tuff Post Delineator	
16	TUFFTP48Y	48" Yellow Tuff Post Tubular Marker	
17	TUFFDP48Y	48" Yellow Tuff Post Delineator	
18	199	Quick Release Pull Pin (each upright requires a pull pin)	
		<b><u>Reflective Sheeting</u></b>	
19	180-S	2 bands white for tubular marker	
20	180	1 strip white for delineator	
21	182-S	2 bands yellow for tubular marker	
22	182	1 strip yellow for delineator	

Company:

Signature:

**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 (6<sup>th</sup>) 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.

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

**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.

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

**SPECIAL TERMS AND CONDITIONS**

**Delivery**

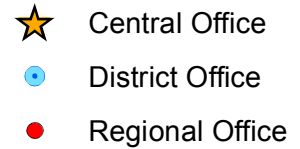
- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary 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.

**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 \$25.00 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.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

# District Map



6/27/2011