

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
PO Box 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	2-140103RW
DATE	December 17, 2013

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

**2:00 p.m., Local Time, January 3, 2014**

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  
Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

**BUYER:** Robin Warren

**BUYER TELEPHONE:** 573-526-7929

**BUYER EMAIL:**

Robin.Warren@modot.mo.gov

**SUPPLIES OR SERVICES**

**HERBICIDES**

To establish a contract to furnish “Herbicides” with an effective date of Notice to Proceed and ending December 31, 2014 in accordance with the following pages.

**Return sealed bid to the address shown at the top of this page.**

(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.:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Type/Print Name** \_\_\_\_\_

**Is your firm MBE certified?**  Yes  No

**Title:**  
**Is your firm WBE certified?**  Yes  No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide herbicides, with an effective contract period of Notice to Proceed through December 31, 2014, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope to no later than 2:00 p.m., Local Time, January 3, 2014.

#### **RFB Coordinator:**

**Robin Warren**  
**Sr. General Services Specialist**

**Phone: 573-526-7929**

**1.2 General Information:**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of herbicides as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing & Renewal
- 5) District Delivery Location Information
- 6) Signature Pages
- 7) Terms and Conditions
- 8) Estimated Quantities
- 9) Pricing Page – Attachment A

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide herbicides on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of the MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 The 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 the MoDOT.
- 2.1.5 The contractor shall agree and understand that MoDOT representatives have the option of selecting between like options (name brand vs. line item substitution) at their discretion.
- 2.1.6 When placing an herbicide order, MoDOT will make every effort to order quantities not to cause an undue burden of shipping costs to be incurred by the contractor. In an effort to maintain low on-site inventories, MoDOT will place orders according to the seasonal application of each herbicide.
- 2.1.7 The contractor shall agree and understand that any herbicides delivered to MoDOT that is labeled differently than the labels submitted with the contractor’s bid may be rejected.
  - a. All herbicides must be registered in Missouri and manufactured in the United States.
  - b. All herbicides furnished as a result of this document shall be inspected and approved before use. Inspection of the herbicides may be made at the point of manufacture, intermediate storage point, or at destination at the discretion of MoDOT. Material damaged in transit will be subject to rejection at its destination.
- 2.1.8 The contractor shall provide herbicides in the size of containers as specified herein.
  - a. Bulk packaging shall not be accepted, except as specified herein.
- 2.1.9 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

### 2.2 Returnable/Refillable Container System Requirements:

- 2.2.1 For the products identified on the pricing pages herein, the contractor shall provide a Returnable/Refillable Container System that, at a minimum, meets the following requirements:
  - a. System shall be a Returnable / Refillable Container Management and Tracking System or approved equivalent.
  - b. Liquid containers shall be fifteen (15) gallon returnable/refillable drums made of plastic and natural in color to allow clear viewing of contents.
  - c. Liquid containers shall have one (1) gallon and one (1) liter measuring increments clearly visible down the side of the drums.
  - d. Liquid containers shall have a convex center sump and top and bottom handling rings.

- e. Liquid containers shall have one (1) opening which holds a stainless steel micromatic valve with viton seals. No other drum openings are allowed.
- f. Liquid containers shall be bar coded for internet tracking and reporting.
- g. Dry pellet containers shall be four (4) pound returnable/refillable packages made of plastic and natural in color to allow clear viewing of contents.
- h. All fifteen (15) gallon returnable/refillable containers shall be delivered on a plastic returnable pallet with a plastic lid secured with straps. Containers shall be packaged and delivered with nine (9) containers to a pallet. Chemicals can be mixed and matched within the nine (9) container pallet.
- i. All containers and contents shall be accounted for with the following reports and capabilities available via a secure website:
  - 1) Container and product movements by shipping locations report
  - 2) Shipment detail by shipping locations report
  - 3) Viewing of current and past shipments by location reports. Must have time line search capability. Tracking of shipments through entire shipping and receiving process along with order status availability.
  - 4) Drum look up capability to allow user to enter drum ID number and access information on drum and contents.
- j. Internet reports shall be available at all times and be accessible through a secure website accessible by a username and password.
- k. System must have the capability to provide system wide inventory reporting for all shipping locations via the internet for all products delivered in returnable containers.

2.2.2. If requested by MoDOT, the contractor shall provide transfer pumps as specified herein to all MoDOT Districts located throughout the State of Missouri (See Attachment A).

2.2.3 If requested by MoDOT, the contractor shall provide transfer cubes as specified herein to all MoDOT Districts located throughout the State of Missouri.

### **2.3 Delivery Requirements:**

2.3.1 The contractor shall deliver herbicides as specified herein to all MoDOT Districts located throughout the State of Missouri . The contractor shall deliver such herbicides F.O.B. destination.

2.3.2 The contractor shall not deliver any herbicides to MoDOT until being notified by MoDOT by telephone or purchase order.

- a. If a telephone order is made, it is the contractor's responsibility to insure a purchase order is forthcoming from MoDOT.

- 2.3.3 The contractor shall deliver herbicides within ten (10) working days from the date order is placed, excluding Saturday, Sunday, Holidays, and days whereas MoDOT has suspended work.
- 2.3.4 The contractor shall notify MoDOT twenty-four (24) hours prior to delivery.
- 2.3.5 With the delivery of each herbicide to the various MoDOT locations, the contractor shall furnish Manufacturer's labels and Material Data Safety Sheets for each product.

**2.4 Liquidated Damage Requirements:**

- 2.4.1 The contractor shall agree and understand that providing the herbicides in accordance with the requirements stated herein is considered critical to the efficient operations of the 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 herbicides in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$100.00 per day per order 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 understand and agree that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.
  - e. 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.

**2.5 Invoicing and Payment Requirements:**

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document, after completion of deliverables specified herein and acceptance by the MoDOT.
- 2.5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.5.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

2.5.6 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.5.7 The MHTC reserves the right to purchase goods and services using the state purchasing card.

**2.6 Other Contractual Requirements:**

2.6.1 Contract Period - The contract shall commence from the date of Notice to Proceed until December 31, 2014 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.6.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.

- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase. If an increase is requested, 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, 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.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract 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, 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.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.6.4 Inspection Specifications - 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.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “**Herbicides**”.
- 3.1.2 All bids must be received at the following address no later than 2:00 p.m. Local Time on January 3, 2014.

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Robin Warren

PO Box 270 *Mailing Address*  
Jefferson City, MO 65102

830 MoDOT Drive *Physical Address*  
Jefferson City, MO 65109

- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.5 *The bidder must submit with each bid a current complete Manufacturer’s Label and Materials Safety Data Sheet, including the chemical composition for each product to be furnished and directions for application, precautionary statements, environmental hazards, pesticide and container disposal and any other pertinent information such as the required minimum standards listed for surfactants. Any material delivered that is labeled differently than the labels accompanying the bids may be rejected. All herbicides must be registered in Missouri and labeled in accordance with State Law. Herbicides must be labeled to permit their use on highway right of way.*
- 3.1.6 *The bidder must submit with the bid a “Certificate of Analysis” for Non-ionic Surfactant as specified herein.*
- 3.1.7 MoDOT reserves the right to order name brand items or substitute items, not necessarily name brand items and substitute items (EXAMPLE: line item 1 or line item 1A).
- 3.1.8 *Cost Determination* - The low bid shall be determined for each line item (excluding line items 6 and 7) by adding the estimated quantities, and multiplying the total of the estimated quantities with the unit price. The low bid shall be determined for line item 8 by using the following formula, and multiplying the cost per 100 gallons price with the total of the estimated quantities for each line item.
  - a. Exception for Line item 8 - The cost analysis shall be based on a “per 100 gallon rate” applied at 33.33 gallons carrier rate.
    - Configuration = 100 gallons treats 3 acres
    - Lowest label rate for ROW herbicides shall be used for cost determination.
  - 1) (EXAMPLE: Label states 48 ounces per 100 gallons - (bidder's price per gallon divided by 128 (number of ounces per gallon) = \_\_\_\_\_ multiplied by 48 = \$\_\_\_\_\_ (cost per 100 gallons).

- 2) **(EXAMPLE: Label states 32 ounces per 100 gallons** - (bidder's price per gallon divided by 128 (number of ounces per gallon) = \_\_\_\_\_ multiplied by 32 = \$\_\_\_\_\_ (cost per 100 gallons).
- 3) **(EXAMPLE: Label states 32 ounces per 50 gallons** - (bidder's price per gallon divided by 128 (number of ounces per gallon) = \_\_\_\_\_ multiplied by 64 (Number of ounces for 50 gallons x 2) = \$\_\_\_\_\_ (cost per 100 gallons).
- 4) **(EXAMPLE: Label states 12 ounces per acre (formula = 36(12 x 3) ounces per 100 gallons)** - (bidder's price per gallon divided by 128 (number of ounces per gallon) = \_\_\_\_\_ multiplied by 36 = \$\_\_\_\_\_ (cost per 100 gallons).

3.1.9 *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 using the “lowest and best” principle of award for herbicides with non-returnable containers, and on an “All or None” basis for herbicides with returnable containers and the accessories. *See Pricing Page – Attachment A.*
- b. MoDOT reserves the right to make multiple awards.
- c. In addition to the listed herbicides, several products identical in active ingredients and listed by chemical name will be awarded with the understanding the end user has the option of purchasing the name brand or chemical named product. These will be clearly designated on the bid sheet. No substitutions will be allowed for the name brands listed. Product names will be required for items where a brand name is not listed. In the event of tie low bids, MoDOT reserves the right to establish the method to be used in determining the award.
- d. MoDOT reserves the right to reject any or all bids, and no award is final until formally approved.

3.1.10 *Open Competition / Request for Bid Document:*

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the 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.

**4. PRICING**

**4.1** *Submit pricing information on Pricing Page – Attachment A*

**4.2** **Renewal Periods:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **current contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the current contract period.

**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.

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*Signature*

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*Date*

## District Delivery Location Information

<u>DELIVERY LOCATION</u>	<u>DISTRICT</u>	<u>CONTACT PERSON</u>	
4718 S 169 Highway St. Joseph, MO 64507	Northwest	Bill Bledsoe 816-387-2955 / 816-271-6935	
1711F Highway 61 South Hannibal, MO 63401	Northeast	Jeff Stewart 573-406-7375	
9101 E 40 <sup>th</sup> Terrace Kansas City, MO 64133	Kansas City	Danny Woods 816-803-2527	
MoDOT Drive 830 Dock AA Jefferson City, MO 65109	Central	Derek VanLoo 573-526-6956	Rand Swanigan 573-690-4946
6138 Wilson Ave. St. Louis, MO 63139	St. Louis	Stephanie Austin Rashid 314-301-1439	Chuck Wills 314-713-6270
3025 E. Kearney Springfield, MO 65801	Southwest	Andy McNeill 417-895-7945	Mike McCormick 417-766-3786
3956 East Main Willow Springs, MO 65793	Southeast	James Bradford 417-252-0589 / 417-469-9005	
111 Edwards Sikeston, MO 63801	Southeast	Mark Aufdenberg 573-380-4579	

***SPECIAL NOTE:***

There will be instances when delivery of herbicide will need to be direct to a Maintenance Facility. That information will be provided at the time of the order.

**NOTICE TO BIDDERS**

**"COMMUNITY RIGHT TO KNOW LAW"**

In order to implement provision of **Sections 292.600 - 292.620, RSMo.** (1985 Supp.) relating to the communities and employees right to information concerning "**toxic substances in the workplace**" the Missouri Department of Transportation is required to furnish "**Material Safety Data Sheets**" to local fire departments and to the Department of Health.

If the product(s) the bidder proposes to furnish in response to this document contains a "toxic substance" as defined by **Section 292.600 RSMo.** (1985 Supp.), check mark **YES** and attach a current "**Material Safety Data Sheet**".

**YES** \_\_\_\_\_

**NO** \_\_\_\_\_

**Signed** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

## 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 - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

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

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

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

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

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

### Preference Certification

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

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

## COOPERATIVE AGREEMENT NOTICE

**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 **herbicides** 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 **herbicides** 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.)

**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 (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/Proposal 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.

**Herbicide in Non-Returnable Containers - Estimated District Needs**

Item #	Product	Ingredient(s)	Container Size	NW	NE	KC	CD	SL	SW	SE
1	ESCORT XP	60% metsulfuron methyl	8 or 16 ounce	1504		800	1000		1920	1152
1A	ALTERNATIVE - METSULFURON METHYL	60% metsulfuron methyl	8 or 16 ounce							
2	PLATEAU	23.6% imazapic	1 gallon	325		60	150	10	60	118
3	PENDULUM AQUACAP	38.7% pendimethalin	2.5 gallon					120		
4	OUTRIDER	75% sulfosulfuron	20 ounce	340	200	400	1000	200	6700	3400
5	PERSPECTIVE	39.5% aminocyclopyrachlor, 15.8% chlorsulfuron	80 ounce	8800	160	2400	2400	800	800	2560
6	BASAL BARK/DORMANT STEM TREATMENT BLEND	20% Garlon 4 Ultra (60.45% triclopyr), 1.5% Stalker (27.7% imazapyr) and 1.5% Milestone (aminopyralid) and 77% Bark Oil Blue LT	15 gallon		90	135	270	75	240	195
7	ESPLANADE 200CS	19.05% indaziflam	2.5 gallon		15		15	15	15	15

**Additives**

Item #	Product	Ingredient(s)	Container Size	NW	NE	KC	CD	SL	SW	SE
8	NON-IONIC SURFACTANT	100% virgin ingredients, 90% active ingredients, 65% surfactant load. HLB greater than 12.5. Must be labeled for aquatic use.	1 gallon	800	120	80	75	200	454	576
9	WATER-SOFT WATER CONDITIONER	35-39% ethylenediamine tetraacetic acid NA salt	2.5 gallon		15	60	150	500	480	240

**Herbicide in Returnable Containers - Estimated District Needs**

Item #	Product	Ingredient(s)	Container Size	NW	NE	KC	CD	SL	SW	SE
10	AQUATIC GLYPHOSATE	53.8% glyphosate	15 gallon		240	135	270		1335	1005
11	MILESTONE VM	40.6% aminopyralid	15 gallon			135	105		150	300
12	2,4-D AMINE WITH AQUATIC LABEL (Dow DMA 4 IVM or equivalent)	46.3% 2,4-D with 53.7% other ingredients	15 gallon						1035	2010
13	GARLON 3A	44.4% triclopyr	15 gallon		75	60	135		1200	870
14	KRENITE S	41.5% fosamine	15 gallon		375	60	135		555	135

**Returnable Container Accessories**

Item #	Accessory		NW	NE	KC	CD	SL	SW	SE
15	TRANSFER CUBE 2.5 GALLON	Labeled as specified upon order. 1/2 gallon and 1 gallon increment marks. 3/4" male cam lock with cap for closed loop fill. Raised 1 quart measuring.		20		20			15
16	TRANSFER CUBE 5 GALLON	Labeled as specified upon order. 1/2 gallon and 1 gallon increment marks. 3/4" male cam lock with cap for closed loop fill. Raised 1 quart measuring.				40			25
17	ELECTRIC TRANSFER PUMP KIT 110 VOLT	10 gallon per minute chemical pump. Heavy-duty steel mounting bracket. 6 foot inlet hose with stainless steel MicroMatic coupling and Viton® seals. 12 foot discharge hose with brass shut off valve and 3/4" female closed loop coupling. 110 Volt version with 15' cord and ground fault circuit breaker. Non-metallic design for maximum chemical resistance. Diaphragm design for pumping various viscosity liquids.							
18	ELECTRIC TRANSFER PUMP KIT 12 VOLT	10 gallon per minute chemical pump. Heavy duty steel mounting bracket. 6 foot inlet hose with stainless steel MicroMatic coupling and Viton® seals. 12 foot discharge hose with brass shut off valve and 3/4" female closed loop coupling. 12 volt version with 15' cord and alligator clips. Non-metallic design for maximum chemical resistance. Diaphragm design for pumping various viscosity liquids.				1			6
19	MANUAL CHEMICAL TRANSFER PUMP	One quart per stroke piston pump. Stainless steel MicroMatic coupling and Viton® seals. 6 foot discharge hose with brass shut off valve and 3/4" female closed loop coupling. Nylon construction with stainless steel components.							
20	MICROMATIC REPLACEMENT COUPLING	1" female NPT threads. Stainless steel construction. Viton seals.							6

**PRICING PAGE - ATTACHMENT A**

The bidder shall provide firm, fixed prices in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables, shall be included in the prices stated below.

**Herbicide in Non-Returnable Containers - *Bid award for items 1 thru 9 below will be on an "Item by Item" basis.***

Item #	Product	Ingredient(s)	Unit of Measure	Est. Qty	Unit Price	Extended Total
1	ESCORT XP	60% metsulfuron methyl	ounce	6376		
1A	ALTERNATIVE - METSULFURON METHYL	60% metsulfuron methyl	ounce	128		
2	PLATEAU	23.6% imazapic	gallon	723		
3	PENDULUM AQUACAP	38.7% pendimethalin	gallon	120		
4	OUTRIDER	75% sulfosulfuron	ounce	12240		
5	PERSPECTIVE	39.5% aminocyclopyrachlor, 15.8% chlorsulfuron	ounce	17920		
6	BASAL BARK/DORMANT STEM TREATMENT BLEND	20% Garlon 4 Ultra (60.45% triclopyr), 1.5% Stalker (27.7% imazapyr) and 1.5% Milestone (aminopyralid) and 77% Bark Oil Blue LT	gallon	1005		
7	ESPLANADE 200CS	19.05% indaziflam	gallon	75		

**Additives**

	Product	Ingredient(s)	Unit of Measure	Est. Qty	Unit Price	Extended Total
8	NON-IONIC SURFACTANT	100% virgin ingredients, 90% active ingredients, 65% surfactant load. HLB greater than 12.5. Must be labeled for aquatic use.	gallon	2305		
9	WATER-SOFT WATER CONDITIONER	35-39% ethylenediamine tetraacetic acid NA salt	gallon	1445		

Company \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PRICING PAGE - ATTACHMENT A**

The bidder shall provide firm, fixed prices in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables, shall be included in the prices stated below.

**Herbicide in Returnable Containers - *Bid award for items 10 thru 20 below will be on a "All or Nothing" basis.***

Item #	Product	Ingredient(s)	Unit of Measure	Est. Qty	Unit Price	Extended Total
10	AQUATIC GLYPHOSATE	53.8% glyphosate	gallon	2985		
11	MILESTONE VM	40.6% aminopyralid	gallon	690		
12	2,4-D AMINE WITH AQUATIC LABEL (Dow DMA 4 IVM or equivalent)	46.3% 2,4-D with 53.7% other ingredients	gallon	3045		
13	GARLON 3A	44.4% triclopyr	gallon	2340		
14	KRENITE S	41.5% fosamine	gallon	1260		

**Returnable Container Accessories**

Item #	Accessory		Est. Qty	Unit Price	Extended Total
15	TRANSFER CUBE 2.5 GALLON	Labeled as specified upon order. 1/2 gallon and 1 gallon increment marks. 3/4" male cam lock with cap for closed loop fill. Raised 1 quart measuring.	55		
16	TRANSFER CUBE 5 GALLON	Labeled as specified upon order. 1/2 gallon and 1 gallon increment marks. 3/4" male cam lock with cap for closed loop fill. Raised 1 quart measuring.	65		
17	ELECTRIC TRANSFER PUMP KIT 110 VOLT	10 gallon per minute chemical pump. Heavy-duty steel mounting bracket. 6 foot inlet hose with stainless steel MicroMatic coupling and Viton® seals. 12 foot discharge hose with brass shut off valve and 3/4" female closed loop coupling. 110 Volt version with 15' cord and ground fault circuit breaker. Non-metallic design for maximum chemical resistance. Diaphragm design for pumping various viscosity liquids.	2		
18	ELECTRIC TRANSFER PUMP KIT 12 VOLT	10 gallon per minute chemical pump. Heavy duty steel mounting bracket. 6 foot inlet hose with stainless steel MicroMatic coupling and Viton® seals. 12 foot discharge hose with brass shut off valve and 3/4" female closed loop coupling. 12 volt version with 15' cord and alligator clips. Non-metallic design for maximum chemical resistance. Diaphragm design for pumping various viscosity liquids.	7		
19	MANUAL CHEMICAL TRANSFER PUMP	One quart per stroke piston pump. Stainless steel MicroMatic coupling and Viton® seals. 6 foot discharge hose with brass shut off valve and 3/4" female closed loop coupling. Nylon construction with stainless steel components.	2		
20	MICROMATIC REPLACEMENT COUPLING	1" female NPT threads. Stainless steel construction. Viton seals.	6		

Company \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_