

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

REQUEST NO.	2-160205RW
DATE	January 25, 2016

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL <p style="text-align: center;">2:00 PM Central Time, February 5, 2016</p> AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.	<p style="text-align: center;">BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION</p> Submit net bid as cash discount stipulations will not be considered <p style="text-align: center;">F.O.B. Destinations Locations as referenced in bid</p>
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SIGN AND RETURN BEFORE TIME SET FOR OPENING.

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

SUPPLIES OR SERVICES

This Request for Bid (RFB) is to establish a contract to furnish **Spring Aggregate Material** with a contract period from Notice to Proceed through the completion dates stated herein.

*****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.

Date: _____ Telephone No.: _____ Fax No.: _____ Email Address: _____	Firm Name: _____ Address: _____ By (Signature): _____ Type/Print Name: _____ Title: _____
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Is your firm MBE certified? No Yes

Is your firm WBE certified? No Yes

ACCEPTANCE FOR PROVISION FOR PRICE ADJUSTMENT FOR FUEL:

Bidders have the option to accept the provision for Price Adjustment for Fuel as stated in Section 8. The bidder must mark the box below if they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

Adjustment for Fuel

Company: _____

Signature: _____

1. Introduction

- 1.1 The Bidder shall provide Spring Aggregate for maintenance purposes to the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) hereinafter referred to as “MoDOT” in accordance with the provisions and requirements stated herein.
- 1.2 Unless otherwise noted, the Bidder shall furnish all material, labor, facilities, equipment and supplies necessary to provide the material required herein.
- 1.3 The contract period shall be from Notice to Proceed through the completion dates specified on the Pricing Pages.

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 Prior to contract award, MoDOT may increase or decrease quantities by forty percent (40%), or cancel an item(s).
- 2.3 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 The Bidder shall deliver material specified herein to the applicable MoDOT location(s) as specified in accordance with the pricing pages.
- 4.2 The starting date is upon receipt of Notice to Proceed and the completion date for the delivery of the material shall be as shown on the pricing pages within this document for each district under the Completion Date column.
 - 4.2.1 If the date the purchase order is issued is less than 15 days from the completion date, the Bidder shall be given an extension for delivery. The Bidder 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 Belly dump beds are prohibited from use for delivery with this contract.
- 4.5 Ordered quantities not delivered by contract completion date(s) may be subject to cancellation by MoDOT.

5. Ticket Requirements

- 5.1 The Bidder's printer must be capable of keeping and printing cumulative totals for each item number in the contract. The Bidder'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 Bidder 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 Bidder may be permitted, without approval from the engineer, to furnish manually written tickets to complete that day's operation.
- 5.4 The Bidder shall understand and agree that vehicle scales shall adhere to section 310.4 of the Missouri Standard Specifications for Highway Construction, 2011 Edition. Per section 310.5.3 Measurement by Weight will be made by weighing each truck load on scales in accordance with section 310.4. Deductions will be made for any moisture in excess of 2.0 percent of the dry weight of the material. After deduction for excess moisture has been made, measurement will be made to the nearest ton for the total tonnage of material accepted.
- 5.5 The Bidder 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 Bidder 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 Bidder fails to comply with the contractual requirements, the Bidder 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 Bidder fails to provide the specified services for the aggregate in accordance with the contractual requirements specified herein, the Bidder shall be assessed liquidated damages in the amount of \$250.00 per day for each such delinquent day.
 - b. The Bidder shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the Bidder or paid by the Bidder as a direct payment to the MoDOT, at the sole discretion of the MoDOT.
 - c. The Bidder shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - d. The Bidder 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 Bidder shall submit an itemized invoice to the applicable requesting address upon completion of delivery.
- 7.2 The Bidder shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of delivery and acceptance by MoDOT.
- 7.3 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.

- 7.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Bidder may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder upon request.
- 7.5 Unless otherwise provided herein, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 7.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the Bidder's expense.
- 7.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

8. Price Adjustment for Fuel

- 8.1 **Price Adjustment for Fuel.** The method of price adjustment for the fuel used on various items of work that may be involved in the construction of this project will be based on "Fuel Usage Factors" for the various items as noted below: The On-Road Factor is based upon a 30-mile round trip haul:

Item of Work	Unit	Fuel Usage Factor On-Road Hauling (30 mile avg.)
Aggregate	Tons	0.67

The first day of the month (excluding Saturdays, Sundays, and holidays) in which the project is bid will be used to establish the "Starting Fuel Index" for the duration of the project. The "Starting Fuel Index" will be the average of the values given for No. 2 fuel as reported by Platt's Oilgram - PAD 2 - St. Louis Area.

The pay items and unit prices in the contract will not change. The Commission will, on the first day of each month (excluding Saturdays, Sundays and holidays), determine the "Monthly Fuel Index" of No. 2 fuel from the price index as reported by Platt's Oilgram - PAD 2 - St. Louis Area, which will apply to all payment estimates during that month regardless of the type fuel used.

The quantities of completed work for the payment period will be determined by the engineer and included in the payment estimate. These same quantities will be used to determine the fuel usage for any price adjustment.

The difference (±) between the "Monthly Fuel Index" and the "Starting Fuel Index" will be the "Monthly Fuel Index Adjustment Factor". Adjustments will be made for any change in the ratio of the "Monthly Fuel Index" to the "Starting Fuel Index". This "Monthly Fuel Index Adjustment Factor", along with the "Fuel Usage Factor" and quantities of completed work for which payment is made will determine the fuel adjustment payment or deduction.

If adjustments are made in the contract quantities, the Bidder shall accept the fuel adjustment as full compensation for increases or decreases in the price of fuel regardless of the amounts of overrun or underrun.

The fuel adjustment will be computed each pay period work is performed, for the usage of fuel by the following procedure:

$$\text{Fuel Adjustment} = (\text{Fuel Usage Factor}) \times (\text{Monthly Fuel Index Adjustment Factor}) \times (\text{Units of Work included in the payment estimate})$$

Payments or deductions for the fuel adjustments on the various items of work will be made on the estimate as one "Fuel Adjustment". No change order will be required.

If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

- 9.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest responsive bid.
- 9.6 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
- 9.7 **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.
 - b. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- 9.8 **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.

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 _____

By _____
Signature
Title _____
Date _____

Federal I.D. No. _____

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.)

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

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

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

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

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

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

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

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 **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 _____

Vendor should complete the appropriate sections of form and submit with bid.

ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

_____ being first duly sworn,
deposes and says that he is _____ of
Title of Person Signing

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 _____

Spring Aggregate

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 **Spring 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.*

ITEM #	SPEC	TONS	COUNTY	STOCKPILE LOCATION MAINTENANCE LOT	COMPLETION DATE
1	8	500	Andrew	Savannah	May 15, 2016
2	8	500	Buchanan	St. Joseph	May 15, 2016
3	8	200	Buchanan	Rushville	May 15, 2016
4	4	600	Chariton	Keytesville	May 15, 2016
5	8	500	Clinton	Lathrop	May 15, 2016
6	8	400	Daviess	Gallatin	May 1, 2016
7	8	600	Dekalb	Cameron	May 15, 2016
8	8	750	Gentry	Albany	May 1, 2016
9	8	400	Gentry	King City	May 1, 2016
10	8	750	Harrison	Bethany	May 1, 2016
11	8	400	Putnam	Unionville	May 1, 2016
12	8	400	Worth	Grant City	May 1, 2016

PRICE PER TON
Delivered to MoDOT
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

TOTAL
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

PRICE PER TON
Picked up at Plant Option
\$

Total Bid Amount for District \$ _____

Spec 4 Aggregate for Seal Coats - Section 1003: Grade C
 (Crushed Stone Only)

Spec 8 Aggregate for Base - Section 1007: Type 1

ITEM #	SPEC	TONS	COUNTY	STOCKPILE LOCATION MAINTENANCE LOT	COMPLETION DATE
1	3	300	Cass	Belton	April 15, 2016
2	3	500	Cass	Harrisonville	April 15, 2016
3	3	500	Johnson	Warrensburg	April 15, 2016
4	3	500	Johnson	Knob Noster	April 15, 2016
5	3	500	Lafayette	Concordia	April 15, 2016
6	3	500	Saline	Marshall	April 15, 2016
7	4	420	Saline	Marshall	April 15, 2016

PRICE PER TON
Delivered to MoDOT
\$
\$
\$
\$
\$
\$
\$
\$

TOTAL
\$
\$
\$
\$
\$
\$
\$
\$

PRICE PER TON
Picked up at Plant Option
\$
\$
\$
\$
\$
\$
\$
\$

Total Bid Amount for District \$ _____

Spec 3 Aggregate for Surfacing - Section 1006: Grade A or B
 (Note: Type 1 Aggregate for Base will not be accepted for Spec 3 Material)

Spec 4 Aggregate for Seal Coats - Section 1003: Grade C
 (Crushed Stone Only)

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Delivery – Additional Requirements

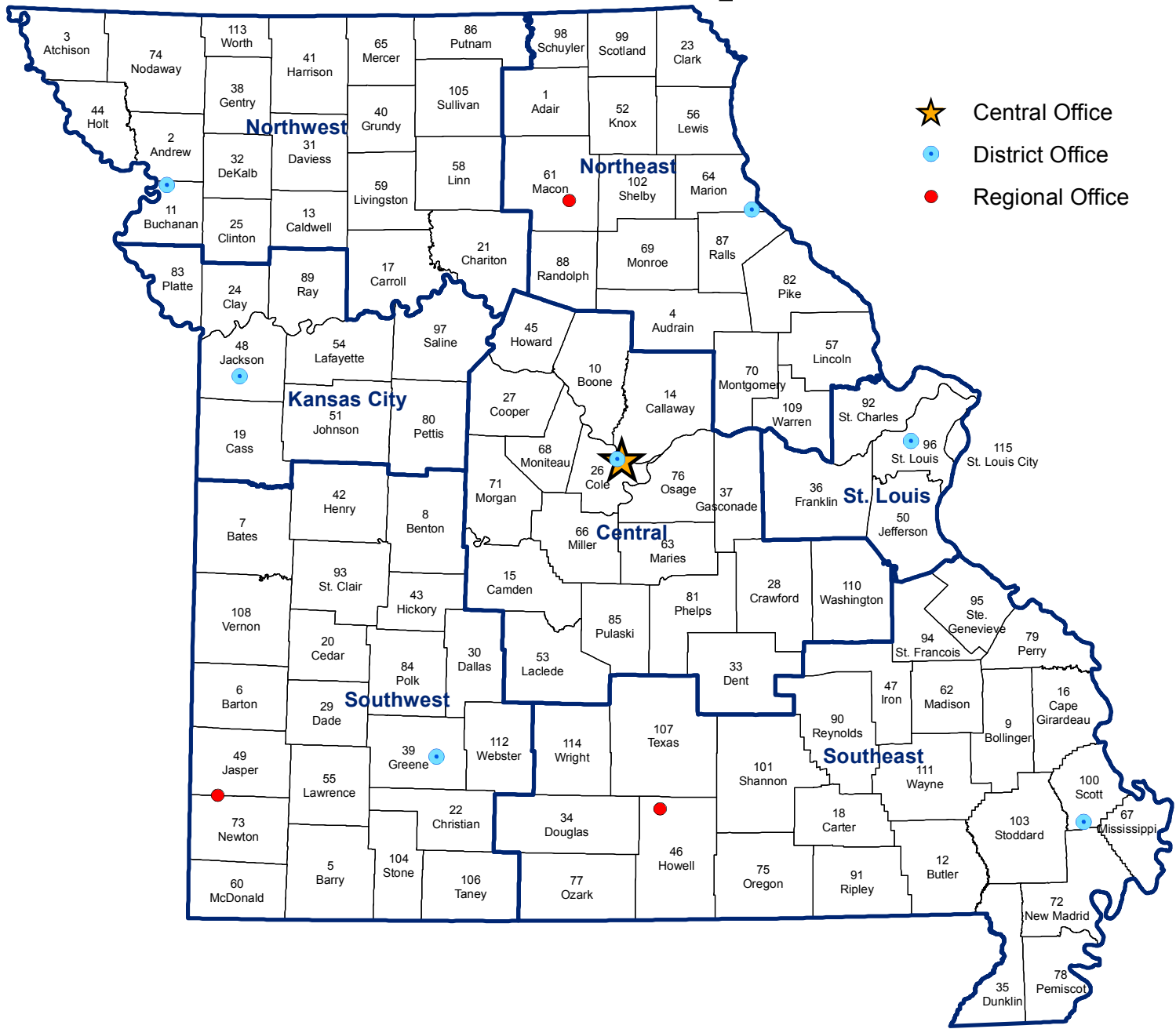
- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary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

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Stoddard	103	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			

