

BID FORM

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

REQUEST NO.	2-160617RW
DATE	June 7, 2016

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

June 17, 2016 at 2:00 PM Central 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.

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

SUPPLIES OR SERVICES

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide **Polyethylene Culvert Pipe Liner**. 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.

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

**MISSOURI DEPARTMENT OF TRANSPORTATION
POLYETHYLENE PIPE LINERS**

1. Introduction

- 1.1 The Bidder shall provide Polyethylene Culvert Pipe Liner 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 June 30, 2017, with the option for three (3) additional one-year renewal periods.
 - a. If MoDOT exercises the renewal option, the Bidder 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. In the event the Bidder requests a price increase at the time of renewal, the Bidder 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 Bidder's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse. The renewal increase shall be based upon the current contract value.

2. Specifications

- 2.1 Polyethylene Culvert Pipe Liner shall meet the attached MoDOT specification designated as MGS-92-11M.
- 2.2 It will be the responsibility of the Bidder to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate by MoDOT, and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.
- 2.3 All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

3. Quantities

- 3.1 Bidders must submit pricing on all items within a single district for each district the bidder wishes to supply.
- 3.2 Bidder is not required to submit a bid for both Type I – Snap Together and Type II – Screw Together.
- 3.3 MoDOT does not have estimated quantities and does not guarantee any specific quantities will be required or ordered from the contract.
- 3.4 MoDOT may issue orders throughout the duration of the contract on an as needed basis.

4. Delivery

- 4.1 All orders shall be delivered to various MoDOT maintenance facilities as identified by each purchase order within 15 business days after receipt of order.
- 4.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 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 contractor and the appropriate MoDOT district office.
- 4.4 The Bidder shall give the appropriate District Office or other designated contact person(s) at least twenty-four (24) hour notice prior to making delivery to a maintenance facility.

MISSOURI DEPARTMENT OF TRANSPORTATION
POLYETHYLENE PIPE LINERS

5. Invoicing and Payment Requirements:

- 5.1 The Bidder shall provide a firm, fixed price for providing the polyethylene culvert pipe liner in accordance with the provisions and requirements specified herein. All costs associated with providing the liner shall be included in the unit price on the pricing pages.
- 5.2 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 specified herein and acceptance by MoDOT.
- 5.3 Other than the payment specified above, no other payments or reimbursements shall be made for any reason whatsoever.

6. Bid Submission:

- 6.1 Bid must be received in a sealed envelope clearly marked “**POLY PIPE LINER**” and received at the following address no later than **2:00 p.m., Central Time, June 17, 2016.**

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

PO Box 270
Jefferson City, MO 65102

830 MoDOT Drive
Jefferson City, MO 65109

- 6.2 MoDOT reserves the right to reject any and all bids for any reason whatsoever.
- 6.3 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest responsive bid.
- 6.4 **Cost Determination** – The low bid shall be determined by adding together the total cost for purchasing one linear foot per item listed on the pricing pages for each district.
- 6.5 **Contract Award**
 - a. Award of this bid will be made on an “All-or-None” basis to the lowest responsive bidder for each district, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
 - b. Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 6.6 **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.

MISSOURI DEPARTMENT OF TRANSPORTATION
POLYETHYLENE PIPE LINERS

PRICING PAGE

The Bidder shall provide firm, fixed prices in accordance with the terms of this request. All costs associated with providing the polyethylene culvert pipe liner shall be included in the prices stated below. Pricing must be established on all sizes listed for a given district in order to be considered responsive for that district.

Type I - Snap Together Type

Pricing will be for the poly pipe liner to fit the existing Corrugated Metal Pipe Culvert sizes indicated below.

		Northeast	Northwest	Kansas City	Central	St. Louis	Southwest	Southeast
Description Host Pipe Size	Description Pipe Liner Size	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF
12"								
15"								
18"								
21"								
24"								
30"								
36"								
42"								
48"								
54"								
60"								
66"								
72"								
Total of All Prices Per LF								

Show place of manufacture and point that material may be made available for inspection: _____

Company _____ Signature _____

MISSOURI DEPARTMENT OF TRANSPORTATION
POLYETHYLENE PIPE LINERS

PRICING PAGE

The Bidder shall provide firm, fixed prices in accordance with the terms of this request. All costs associated with providing the polyethylene culvert pipe liner shall be included in the prices stated below. Pricing must be established on all sizes listed for a given district in order to be considered responsive for that district.

Type II - Screw Together Type

Pricing will be for the poly pipe liner to fit the existing Corrugated Metal Pipe Culvert sizes indicated below.

		Northeast	Northwest	Kansas City	Central	St. Louis	Southwest	Southeast
Description Host Pipe Size	Description Pipe Liner Size	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF
12"								
15"								
18"								
21"								
24"								
30"								
36"								
42"								
48"								
54"								
60"								
66"								
72"								
Total of All Prices Per LF								

Show place of manufacture and point that material may be made available for inspection: _____

Company _____ Signature _____

MISSOURI DEPARTMENT OF TRANSPORTATION
POLYETHYLENE PIPE LINERS

GRAND TOTAL PRICING PAGE

Insert the total for each type for each district in the space provided below.

	Northeast	Northwest	Kansas City	Central	St. Louis	Southwest	Southeast
TYPE							
I							
II							

RENEWAL PERIOD: 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.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

3rd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

ADDITIONAL PRICING: Please attach additional pages to this bid response to indicate pricing for elbows, which some districts may utilize along with the polyethylene culvert pipe liner. *This additional pricing will not be a factor in the determination of bid award.*

Company: _____

Signature: _____

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:

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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 **Polyethylene Culvert Pipe Liner** 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 **Polyethylene Culvert Pipe Liner** 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 _____

Bidder should complete the appropriate sections of this form and submit it with their bid response.



CULVERT PIPE LINER MGS-92-11M

1.0 Description. These specifications cover the purchase of polyethylene pipe liners (PPL) for lining existing culvert pipes for maintenance purposes.

2.0 Materials.

2.1 Liner Pipe. Pipe shall be PE or PVC and shall comply with the requirements for the Type listed.

2.1.1 Type I. Type I PPL shall comply with the requirements of ASTM F 714 (Max. DR 32.5).

2.1.2 Type II. Type II PPL shall be manufactured from material meeting ASTM D 3350 Cell Classification 345464C and shall comply with the dimensional requirements of Table 1 of this specification or Table 2 if approved by the engineer.

2.1.3 Type III. Type III PPL shall comply with the requirements of ASTM F894 open profile, Class RSC 100 or RSC 160.

2.1.4 Type IV. Type IV PVC pipe shall meet the specifications of ASTM F-949, except that the PVC Pipe & Fittings shall be made of PVC compound having a minimum call classification of 12454B in accordance with ASTM D 1784. The joining method for PVC pipe shall be by elastomeric material meeting the requirements of ASTM F-949. (Note: Clearance requirements limits the minimum size of Type IV to a 12" diameter and ASTM F-949-95a currently limits the maximum size to a 36" diameter.)

2.2 The dimensions of PPL shall meet the requirements of Table 3 of this specification. The length shall not be less than that specified in the order.

2.3 The PPL shall be capable of being joined into a continuous length by an approved interlocking method formed into the ends of the liner. Unless otherwise specified, the joints shall be soil-tight with no gaskets required.

2.4 Unless otherwise specified in the bid request, each PPL shall have a male and a female end.

2.5 Each length of pipe furnished shall be permanently marked by the manufacturer with the manufacturer's name, and applicable ASTM designation. The marking shall be such that it will not be obliterated during handling, shipment or placement.

3.0 Ordering Information. The inside diameter of the existing pipe to be lined and the lengths of PPL are to be shown in the order. If necessary, specific types may be ordered.

4.0 Certification. The supplier shall furnish a manufacturer's certification at destination stating that the PPL was manufactured and tested in accordance with the listed specifications and was found to meet the requirements of these specifications. The supplier shall further submit a statement stating that any PPL found to not comply with these specifications will be replaced with satisfactory material at the earliest date possible.

5.0 Acceptance. Inspection of PPL may be made at the point of manufacturer, intermediate storage points, or destination at the discretion of the department.

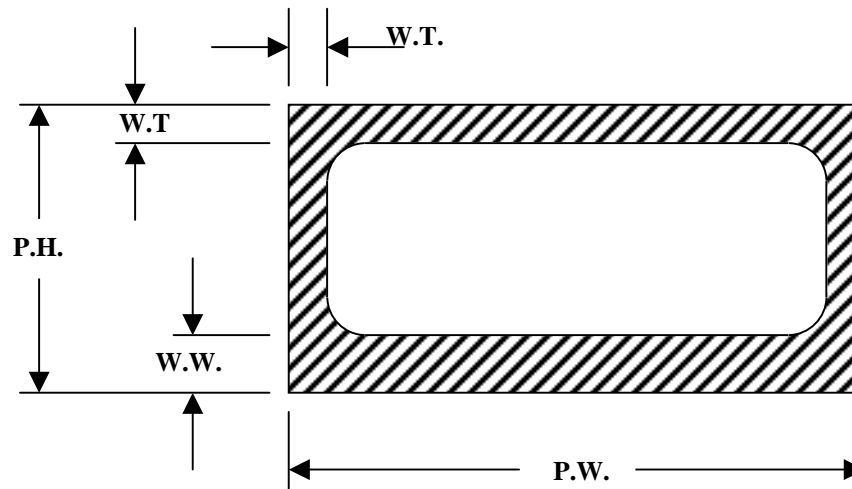
TYPE II PPL

Table 1
Standard Pipe Dimensions

Nominal I.D. PPPL Size (inches) ^{A B}	Average O.D. (inches) ^A	Average Profile Height (P.H.) (inches) ^A	Average Profile Width (P.W.) (inches) ^A	Minimum Waterway Wall (W.W.) (inches)	Minimum Wall Thickness (W.T.) (inches)
10.000	11.200	0.600	0.740	0.070	0.060
12.000	13.470	0.740	0.920	0.080	0.070
13.500	15.360	0.930	1.160	0.090	0.080
15.000	16.850	0.930	1.160	0.090	0.080
18.000	20.240	1.120	1.400	0.110	0.100
21.000	23.650	1.330	1.660	0.130	0.110
24.000	27.060	1.530	1.910	0.140	0.120
27.000	30.340	1.720	2.150	0.160	0.140
30.000	33.820	1.910	2.390	0.180	0.150
36.000	40.650	2.330	2.910	0.210	0.180
40.000	45.200	2.600	3.250	0.230	0.200
42.000	47.470	2.740	3.420	0.240	0.210

^A These dimensions shall be determined by taking at least three (3) measurements and averaging the results.

^B A tolerance of ± 1 percent will be permitted on the nominal I.D. measurements

Table 2
Low Profile Pipe Dimensions

Nominal I.D. PPPL Size (inches) ^{A B}	Average O.D. (inches) ^A	Average Profile Height (P.H.) (inches) ^A	Average Profile Width (P.W.) (inches) ^A	Minimum Waterway Wall (W.W.) (inches)	Minimum Wall Thickness (W.T.) (inches)
12L	13.20	0.600	0.740	0.080	0.070
15L	16.47	0.736	0.920	0.090	0.080
18L	19.85	0.925	1.160	0.100	0.090
21L	23.24	1.122	1.400	0.120	0.110
24L	26.85	1.327	1.660	0.140	0.120
27L	30.06	1.528	1.910	0.150	0.130
30L	33.43	1.717	2.150	0.170	0.150
36L	39.82	1.810	2.390	0.190	0.160
40L	44.65	2.323	2.910	0.230	0.200
42L	47.20	2.598	3.250	0.240	0.210

^A These dimensions shall be determined by taking at least three (3) measurements and averaging the results.

^B A tolerance of ± 1 percent will be permitted on the nominal I.D. measurements.

Table 3
Pipe Liner Dimensions

Existing Pipe Size (ID) (inches)	Clearance *		Liner Maximum (inches)	ID Minimum (inches)
	Minimum (inches)			
12.000	0.500		2.000	9.000
15.000	0.500		3.000	11.000
18.000	0.500		3.000	13.000
21.000	0.500		3.000	15.000
24.000	0.500		4.000	17.000
27.000	1.000		4.000	20.000
30.000	1.000		4.000	22.000
33.000	1.000		4.000	24.000
36.000	1.000		4.000	26.000
42.000	1.000		6.000	30.000
46.000	2.000		6.000	33.000
48.000	2.000		6.000	35.000
54.000	2.000		8.000	39.000
60.000	2.000		9.000	43.000
72.000	2.000		10.000	52.000

* Clearance is the difference between the inside diameter (ID) of the existing pipe and the outside diameter (OD) of the liner.

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.

Holidays

- a. 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

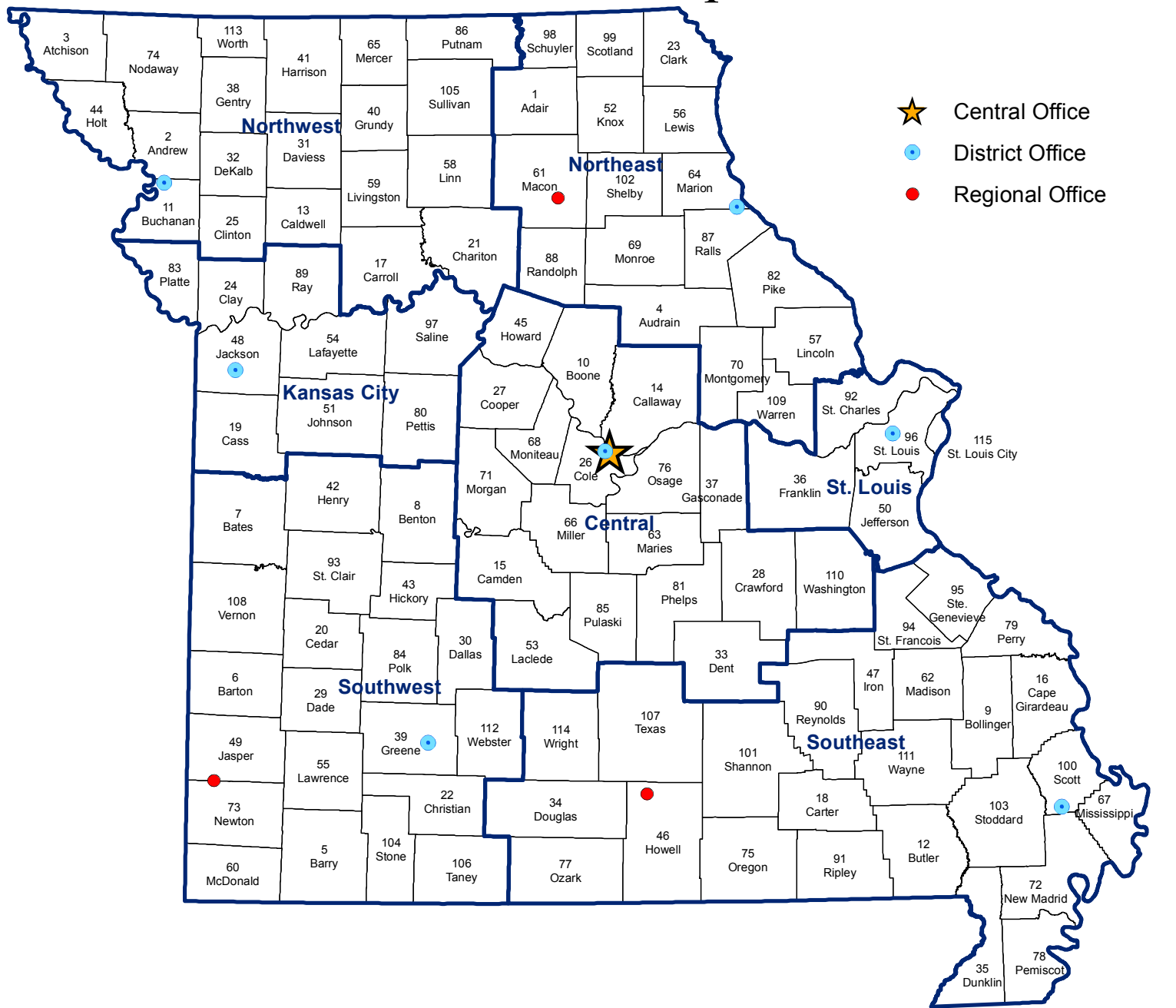
- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

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 per day, \$100 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.

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	SE	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	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Callaway	14	C	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Camden	15	C	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Cape Girardeau	16	SE	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Carroll	17	NW	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Carter	18	SE	Franklin	36	SE	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Cass	19	KC	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Cedar	20	SW	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
			Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
			Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			



6/27/2011