

BID FORM

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

REQUEST NO.	2-160623RW
DATE	June 8, 2015

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

June 23, 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

F.O.B. Destinations

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 Request for Bid (RFB) is to establish a contract to furnish Fall 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:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____		_____
Email Address:	_____	By (Signature):	_____
		Type/Print Name	_____
		Title:	_____

Is your firm MBE certified? ☐ No ☐ Yes

Is your firm WBE certified? ☐ No ☐ Yes

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.

☐ I ***accept*** the Adjustment for Fuel

☐ I ***do not accept*** the Adjustment for Fuel

Company: _____

Signature: _____

1. **Introduction**

- 1.1 The Bidder shall provide Fall 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 contractor shall be given an extension for delivery. The contractor shall be given at a minimum 15 days to deliver upon issuance of a purchase order.
- 4.3 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the vendor or hauler and the appropriate MoDOT district office.
- 4.4 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 contractor 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 ($\pm$) 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 contractor 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. Bid Submission

- 9.1 All bids must be received in a sealed envelope clearly marked “**Fall Aggregate**”.
- 9.2 All bids must be received at the physical address listed below by 2:00 p.m. Central Time on June 23, 2016.

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

PO Box 270
Jefferson City, MO 65102

Mailing Address

830 MoDOT Drive
Jefferson City, MO 65109

Physical Address

- 9.3 **Pricing Pages** – Bidders may submit only the Pricing Pages for the districts they are submitting prices. The Bidder shall provide a firm, fixed price in the table for providing the material in accordance with the provisions and requirements specified herein. All costs associated with providing the required material shall be included in the prices stated.

9.4 Bid Guaranty/Contract Bond:

- 9.4.1 If bidding on more than one district, the bidders have the option to obtain either a single bid guaranty and contract bond in an amount based on the cumulative total amount of the bids for all districts, or multiple bid guaranties and contract bonds, each in amounts based on and corresponding to the amount of the bid attributed to each district. The following are guidelines for each bid guaranty and contract bond to be submitted by the bidder with the bids:
- Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
 - If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
 - Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
 - Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

- 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 responsive bid, 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 _____

Federal I.D. No. _____

Date _____

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

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

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 **Fall 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 **Fall 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 _____

Bidder 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 _____

Fall 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 **Fall Aggregate** as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the proposal, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

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

Missouri Highways and Transportation Commission
Standard Bid 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.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

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.

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

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.

Exhibit A
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

Exhibit B
AFFIDAVIT OF LAWFUL PRESENCE FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit
owner or partner business name
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

Northwest 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 materials)

Spec. 4 Aggregate for Seal Coats—Section 1003: Grade B2
Aggregate for Seal Coats---Section 1003: Grade C

Spec. 5 Snow and Ice Control Chips--**Section 1006:** (Limestone Only)
Meeting the following gradation requirements:

Sieve	3/8"	No. 4	No. 10
% Passing	100	0-85	0-10

Spec. 6A Natural River Sand Only: **Sec. 1005.3** Fine Aggregate; **or**
Sec. 1002.3 Fine Aggregate meeting the following gradation requirements:

Sieve	3/8"	No. 4	No. 10
% Passing	100	85-100	0-8

Spec. 6B Manufactured Sand Only: **Sec. 1005.3** Fine Aggregate; **or**
Sec. 1002.3 Fine Aggregate meeting the following gradation requirements:

Sieve	3/8"	No. 4	No. 10
% Passing	100	85-100	0-8

Spec. 8 Aggregate for Base--**Section 1007: Type 1**

Northeast 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 materials)

Spec. 5 Snow and Ice Control Chips – **Section 1006: Limestone Only**
Meeting the following gradation requirements:

Sieve	3/8"	No. 4	No. 10
% Passing	100	0-85	0-10

Spec. 6A(2) Natural Sand - (CREEK SAND- WASHED) – **Section 1002 quality**, Fine Aggregate, **Natural Sand Only**, meeting the following gradation requirements

NATURAL SAND:	Gradation:	3/8"	100
		#4	85-100
		#8	60-100
		#16	45-90
		#30	15-65
		#50	5-30
		#100	0-10
		#200	0-3.0

Spec. 8 Aggregate for Base – **Section 1007.2: Type 1**

Kansas City District

Spec. 3 Aggregate for Surfacing--**Section 1006:**
Grade A or B

Spec. 5 Snow and Ice Control Chips--**Section 1006:** (Limestone Only)
Meeting the following gradation requirements:

Sieve	3/8"	No. 4	No. 10
% Passing	100	0-85	0-10

Spec. 6 Snow and Ice Control Sand:
Sec. 1005.3 Fine Aggregate; or **Sec. 1002.3**
Fine Aggregate meeting the following gradation requirements:

Sieve	3/8"	No. 4	No. 200
% Passing	100	85-100	0-8

Spec. 8 Aggregate for Base--**Section 1007:** **Type 1.**

NORTHWEST DISTRICT PRICING PAGE

Fall Aggregate 2-160623RW

Company Name _____

ITEM #	SPEC	TONS	COUNTY	STOCKPILE LOCATION MAINTENANCE LOT	COMPLETION DATE
1	6A	200	Atchison	Tarkio	10/1/2016
2	8	800	Atchison	Tarkio	10/1/2016
3	5	250	Andrew	Savannah	9/15/2016
4	6A	500	Andrew	Savannah	9/15/2016
5	8	250	Andrew	Savannah	9/15/2016
6	5	500	Buchanan	St. Joseph	9/15/2016
7	6A	600	Buchanan	St. Joseph	9/15/2016
8	8	200	Buchanan	St. Joseph	9/15/2016
9	4 - Grade C	400	Buchanan	Rushville	9/15/2016
10	8	400	Buchanan	Rushville	9/15/2016
11	6A	300	Caldwell	Hamilton	10/15/2016
12	8	500	Caldwell	Braymer Lot	10/15/2016
13	6A	500	Carroll	Carrollton	10/15/2016
14	8	700	Carroll	Carrollton	10/15/2016
15	8	1,500	Clinton	Lathrop	9/15/2016
16	5	400	Daviess	Gallatin	10/1/2016
17	6A	400	Daviess	Gallatin	10/1/2016
18	4	1,600	Dekalb	Cameron	9/15/2016
19	5	250	Dekalb	Cameron	9/15/2016
20	6A	300	Dekalb	Cameron	9/15/2016
21	8	500	Dekalb	Cameron	9/15/2016
22	5	200	Gentry	King City	10/1/2016
23	6A	400	Gentry	King City	10/1/2016
24	5	300	Gentry	Albany	10/1/2016
25	6A	750	Gentry	Albany	10/1/2016

PRICE PER TON	
Delivered to MoDOT	TOTAL
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
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Fall Aggregate 2-160623RW

ITEM #	SPEC	TONS	COUNTY	STOCKPILE LOCATION MAINTENANCE LOT	COMPLETION DATE
26	8	500	Gentry	Albany	10/1/2016
27	5	750	Harrison	Bethany	10/1/2016
28	6A	500	Harrison	Bethany	10/1/2016
29	6A	200	Holt	Mound City	10/1/2016
30	6A	400	Linn	Brookfield	10/15/2016
31	6A	500	Livingston	Chillicothe	10/15/2016
32	8	500	Nodaway	Maryville	10/1/2016
33	3	500	Putnam	Unionville	10/1/2016
34	4 - Grade B2	1,500	Putnam	Unionville	10/1/2016
35	5	300	Putnam	Unionville	10/1/2016
36	6A	300	Putnam	Unionville	10/1/2016
37	6B	400	Putnam	Unionville	10/1/2016
38	3	1,500	Sullivan	Milan	10/1/2016
39	5	400	Sullivan	Milan	10/1/2016
40	6A	500	Sullivan	Milan	10/1/2016
41	8	1,000	Sullivan	Milan	10/1/2016
42	5	200	Worth	Grant City	10/1/2016
43	6A	200	Worth	Grant City	10/1/2016
44	8	400	Worth	Grant City	10/1/2016

[illegible]

\$

NORTHEAST DISTRICT PRICING PAGE

Fall Aggregate 2-160623RW

Company Name _____

ITEM #	SPEC	TONS	COUNTY	STOCKPILE LOCATION MAINTENANCE LOT	COMPLETION DATE
1	3	500	Adair	Kirksville	10/31/2016
2	5	500	Adair	Kirksville	10/31/2016
3	6A(2)	700	Adair	Kirksville	10/31/2016
4	8	350	Adair	Kirksville	10/31/2016
5	5	500	Audrain	Mexico	10/31/2016
6	3	600	Macon	Macon	10/31/2016
7	6A(2)	400	Macon	Macon	10/31/2016
8	8	500	Macon	Macon	10/31/2016
9	3	500	Macon	New Cambria	10/31/2016
10	3	500	Marion	Hannibal	10/31/2016
11	5	500	Monroe	Paris	10/31/2016
12	3	800	Pike	Bowling Green	10/31/2016
13	5	300	Pike	Bowling Green	10/31/2016
14	5	500	Ralls	Center	10/31/2016
15	8	1000	Ralls	Center	10/31/2016
16	3	500	Randolph	Moberly	10/31/2016
17	8	500	Randolph	Moberly	10/31/2016
18	3	250	Schuyler	Lancaster	10/31/2016
19	5	300	Schuyler	Lancaster	10/31/2016
20	8	250	Schuyler	Lancaster	10/31/2016
21	5	500	Shelby	Shelbina	10/31/2016

PRICE PER TON
Delivered to MoDOT
\$
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TOTAL
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Total Bid Amount for District

\$ _____

KANSAS CITY DISTRICT PRICING PAGE

Fall Aggregate 2-160623RW

Company Name _____

ITEM #	SPEC	TONS	COUNTY	STOCKPILE LOCATION MAINTENANCE LOT	COMPLETION DATE	PRICE PER TON	TOTAL
						Delivered to MoDOT	
1	3	1000	Pettis	Sedalia East Lot - Route 50	10/31/2016	\$	\$
2	3	1000	Pettis	Sedalia MT Lot - Route 65	10/31/2016	\$	\$
3	3	1000	Lafayette	Concordia	10/31/2016	\$	\$
4	3	2500	Saline	Marshall	10/31/2016	\$	\$
5	3	700	Lafayette	Odessa	10/31/2016	\$	\$
6	5	300	Pettis	Sedalia MT Lot - Route 65	10/31/2016	\$	\$
7	5	300	Lafayette	Concordia	10/31/2016	\$	\$
8	5	300	Saline	Marshall	10/31/2016	\$	\$
9	5	500	Lafayette	Odessa	10/31/2016	\$	\$
10	6	1000	Saline	Marshall	10/31/2016	\$	\$
11	8	1000	Lafayette	Concordia	10/31/2016	\$	\$
12	8	500	Johnson	Warrensburg	10/31/2016	\$	\$
13	8	500	Johnson	Knob Noster	10/31/2016	\$	\$
14	8	500	Cass	Harrisonville	10/31/2016	\$	\$

Total Bid Amount for District \$ _____