

BID FORM

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

| | |
|-------------|-------------------|
| REQUEST NO. | 2-170112RW |
| DATE | December 29, 2016 |
| | |

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

2:00 p.m., Central Time, January 12, 2017

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Various MoDOT Locations

BUYER: Robin Warren
BUYER EMAIL:
 Robin.Warren@modot.mo.gov

BUYER TELEPHONE: 573-526-7929

SUPPLIES OR SERVICES

HERBICIDES

To establish a contract to furnish “**Herbicides**” with an effective date from Notice of Award through January 31, 2018

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

Date: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide herbicides, with an effective contract period of Notice of Award through December 31, 2018, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope no later than 2:00 p.m., Central Time, January 12, 2017.

RFB Coordinator:

Robin Warren
Sr. General Services Specialist

Phone: 573-526-7929

2. SCOPE OF WORK

2.1 General Requirements:

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

2.2 Returnable/Refillable Container System Requirements:

- 2.2.1 The Bidder shall provide a Returnable/Refillable Container System that, at a minimum, meets the following requirements:
 - a. System shall be a Returnable / Refillable Container Management and Tracking System or approved equivalent.
 - b. Liquid containers shall be fifteen (15) gallon returnable/refillable drums made of plastic and natural in color to allow clear viewing of contents.
 - c. Liquid containers shall have one (1) gallon and one (1) liter measuring increments clearly visible down the side of the drums.
 - d. Liquid containers shall have a convex center sump and top and bottom handling rings.
 - e. Liquid containers shall have one (1) opening which holds a stainless steel micromatic valve with viton seals. No other drum openings are allowed.
 - f. Liquid containers shall be bar coded for internet tracking and reporting.

- g. All fifteen (15) gallon returnable/refillable containers shall be delivered on a plastic returnable pallet with a plastic lid secured with straps. Containers shall be packaged and delivered with nine (9) containers to a pallet. Chemicals can be mixed and matched within the nine (9) container pallet.
- h. All containers and contents shall be accounted for with the following reports and capabilities available via a secure website:
 - 1) Container and product movements by shipping locations report
 - 2) Shipment detail by shipping locations report
 - 3) Viewing of current and past shipments by location reports. Must have time line search capability. Tracking of shipments through entire shipping and receiving process along with order status availability.
 - 4) Drum look up capability to allow user to enter drum ID number and access information on drum and contents.
- i. Internet reports shall be available at all times and be accessible through a secure website accessible by a username and password.
- j. System must have the capability to provide system wide inventory reporting for all shipping locations via the internet for all products delivered in returnable containers.

2.2.2. If requested by MoDOT, the Bidder shall provide peel and stick labels for transfer cubes.

2.3 Delivery Requirements:

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

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

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

2.3.3 The Bidder shall deliver herbicide within ten (10) working days from the date order is placed, excluding Saturday, Sunday, Holidays, and days whereas MoDOT has suspended work.

2.3.4 The Bidder shall notify MoDOT twenty-four (24) hours prior to delivery.

2.3.5 With the delivery of each herbicide order, the Bidder shall furnish Manufacturer's labels and Safety Data Sheets for each product, for compliance with the Emergency Planning and Community Right-to-Know Act (EPCRA).

2.4 Liquidated Damage Requirements:

2.4.1 The Bidder shall agree and understand that providing the herbicide 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 herbicide in accordance with the contractual requirements specified herein, the Bidder shall be assessed liquidated damages in the amount of \$100.00 per day per order for each such delinquent day, not to exceed 5% of the total order amount.

- 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 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 understand and agree that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The Bidder shall understand and agree that each District's decision shall be individual, final, and without recourse.
- e. 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.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The Bidder shall submit an itemized invoice upon completion of delivery.
- 2.5.2 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document, after completion of delivery and acceptance by MoDOT.
- 2.5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 2.5.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.5.5 Unless otherwise provided for in the solicitation documents, payment shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.5.6 MoDOT assumes no obligation for supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to rejection and shall be returned at the Bidder's expense.
- 2.5.7 MoDOT reserves the right to purchase goods and services using the state purchasing card.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from the date of Notice of Award until January 31, 2018 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.
- 2.6.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
 - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the current contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase. If an increase is requested, the 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, 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.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

- 2.6.3 Escalation Clause - In the event the Bidder requests a price increase during the contract period (original contract period or contract renewal period), 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, 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.
- a. No price increase shall be granted during the first six (6) months of the original contract period, or if applicable, first six (6) months of a contract period for a renewal.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.6.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “**Herbicides**”.

3.1.2 All bids must be received at the following address no later than 2:00 p.m. Central Time on January 12, 2017.

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

PO Box 270
Jefferson City, MO 65102

Mailing Address

830 MoDOT Drive
Jefferson City, MO 65109

Physical Address

3.1.3 The Bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.

3.1.5 The Bidder should submit with each bid a current complete Manufacturer’s Label and Safety Data Sheet, including the chemical composition for each product to be furnished and directions for application, precautionary statements, environmental hazards, pesticide and container disposal and any other pertinent information such as the required minimum standards listed for surfactants. Any material delivered that is labeled differently than the labels accompanying the bids may be rejected. All herbicides must be registered in Missouri and labeled in accordance with State Law. Herbicides must be labeled to permit their use on highway right of way.

3.1.7 *Cost Determination for Additives* - The low bid shall be determined for line items 5, 6, 7 and 8 by using the following formula.

a. The cost analysis shall be based on a “per 100 gallon rate” applied at 33.33 gallons carrier rate.

- Configuration = 100 gallons treats 3 acres
- Lowest label rate for ROW herbicides shall be used for cost determination.

1) **(EXAMPLE: Label states 48 ounces per 100 gallons** - (bidder's price per gallon divided by 128 (number of ounces per gallon) = _____ multiplied by 48 = \$_____ (cost per 100 gallons).

2) **(EXAMPLE: Label states 32 ounces per 100 gallons** - (bidder's price per gallon divided by 128 (number of ounces per gallon) = _____ multiplied by 32 = \$_____ (cost per 100 gallons).

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

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

3.1.8 *Contract Award* – The contract will be awarded to the lowest responsive Bidder.

- a. Award of this bid will be made on an “Item-By-Item” basis for line items 1 through 8, and on an “All or None” basis for line items 9 through 22. *See Pricing Page – Attachment A.*
- b. No substitutions will be allowed for the name brands listed. Product names and labels will be required for items where a brand name is not listed. In the event of tie low bids, MoDOT reserves the right to establish the method to be used in determining the award.
- c. MoDOT reserves the right to reject any or all bids, and no award is final until formally approved.

3.1.9 *Open Competition / Request for Bid Document:*

- a. It shall be the Bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

4. PRICING

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

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

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.

Signature

Date

District Delivery Location Information

| DISTRICT | DELIVERY LOCATION |
|-----------------|--|
| Northwest | 4718 S 169 Highway St. Joseph, MO 64507 |
| Northeast | 1711F Highway 61 South Hannibal, MO 63401 |
| Kansas City | 9101 E 40 th Terrace Kansas City, MO 64133 |
| Central | MoDOT Drive 830 Dock AA Jefferson City, MO 65109 |
| St. Louis | 6138 Wilson Ave. St. Louis, MO 63139 |
| Southwest | 3025 E. Kearney Springfield, MO 65801 |
| Southeast | 3956 East Main Willow Springs, MO 65793 |
| Southeast | 111 Edwards Sikeston, MO 63801 |

NOTE: There will be instances when delivery of herbicide will need to be direct to a Maintenance Facility not listed above. Delivery location information will be provided when an order is placed.

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 counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Herbicides** listed in the attached Request for Bid for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Herbicides** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Herbicide Usage History

| Commodity | Description | Unit of Measure | Approximate Usage Jan 1, 2015 - Dec 31, 2015 | Approximate Usage Jan 1, 2016 - Oct 21, 2016 | Cooresponding Pricing Page Item Number |
|-----------------------|--|--------------------|--|--|--|
| HERB042240 | HERB-DRY- BROADLEAF-<1 OZ RATE | ounces | 9,867 | 9,532 | 1 and 1A |
| HERB042255 | HERB-DRY-TOTAL VEG CONTROL NON-SELECTIVE | ounces | 5,105 | 2,354 | Dropped |
| HERB042475 | HERB-DRY-SELECTIVE-JOHNSONGRASS CONTROL | ounces | 7,988 | 14,538 | 3 |
| HERB042500 | HERB-DRY-BROADLEAF->1 OZ RATE-HERBICIDE | ounces | 9,364 | 15,157 | 4 |
| HERB050060 | HERB-LIQUID-STEM&CUT STUMP TREATMENT-OIL BASED HERBICIDE | gallons | 1,152 | 742 | 16 |
| HERB050080 | HERB-LIQUID-BROADLEAF-<16 OZ RATE-HERBICIDE | gallons | 651 | 903 | 10 |
| HERB050323 | HERB-LIQUID-AQABROADLEAF->16 OZ -HERBICIDE | gallons | 2,978 | 3,215 | 14 |
| HERB050459 | HERB-LIQUID-BUD INHIBITOR-HERBICIDE | gallons | 1,433 | 2,005 | 13 |
| HERB050501 | HERB-LIQUID-PRE-EMERGENT-HERBICIDE | gallons | 30 | 22 | NEW |
| HERB050536 | HERB-LIQUID-PLANT REGULATOR-HERBICIDE | gallons | 431 | 367 | 2 and 2A |
| HERB050541 | HERB-LIQUID-DRIFT CONTROL SURFACTANT | gallons | 17 | 6 | Dropped |
| HERB050722 | HERB-LIQUID-TOTAL VEG-NON SELECTIVE-HERBICIDE | gallons | 3,749 | 3,247 | 9 |
| HERB050831 | HERB-LIQUID-NON IONIC SURFACTANT | gallons | 2,485 | 2,573 | 5 |
| HERB050833 | HERB-LIQUID-WATER CONDITIONER-SURFACTANT | gallons | 1,203 | 1,275 | 6 |
| HERB050871 | HERB-LIQUID-2,4-D-BROADLEAF | gallons | 5,863 | 3,031 | 11 |
| | Method is new product. | | - | - | 12 |

PRICING PAGE - ATTACHMENT A

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

Herbicide in Non-Returnable Containers - *Bid award for items 1 thru 8 below will be on an "Item by Item" basis.*

| Item # | Product | Active Ingredient(s) | Unit of Measure | Unit Price | Extended Total |
|--------|--|--|-----------------|------------|----------------|
| 1 | ESCORT XP | 60% metsulfuron methyl | ounce | | |
| 1A | ALTERNATIVE - METSULFURON METHYL Product Name _____ | 60% metsulfuron methyl | ounce | | |
| 2 | PLATEAU | 23.6% imazapic | gallon | | |
| 2A | ALTERNATIVE - IMAZAPIC Product name _____ | 23.3% imazapic | gallon | | |
| 3 | OUTRIDER | 75% sulfosulfuron | ounce | | |
| 4 | PERSPECTIVE | 39.5% aminocyclopyrachlor, 15.8% chlorsulfuron | ounce | | |

Additives

| | Product | Ingredient(s) | Unit of Measure | Unit Price | Extended Total |
|---|---------------------------------------|---|-----------------|------------|----------------|
| 5 | NON-IONIC SURFACTANT - CPDA Certified | Min. of 90% active ingredients, low foam qualities. Must be labeled for aquatic use. CPDA Certified | gallon | | |
| 6 | WATER CONDITIONER - CPDA Certified | Designed to address water hardness and pH issues. Must be labeled for aquatic use. CPDA Certified | gallon | | |
| 7 | NON-IONIC SURFACTANT | Min. of 90% active ingredients, low foam qualities. Must be labeled for aquatic use. | gallon | | |
| 8 | WATER CONDITIONER | Designed to address water hardness and pH issues. Must be labeled for aquatic use. | gallon | | |

Company _____ Signature _____

Date _____

PRICING PAGE - ATTACHMENT A

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

Herbicide in 15 gallon Returnable Containers - *Bid award for items 7 thru 22 below will be on a "All or Nothing" basis.*

| Item # | Product | Active Ingredient(s) | Unit of Measure | Unit Price | Extended Total |
|---------------|--|---|------------------------|-------------------|-----------------------|
| 9 | AQUATIC GLYPHOSATE | 53.8% glyphosate | gallon | | |
| 10 | MILESTONE VM | 40.6% aminopyralid | gallon | | |
| 11 | 2,4-D AMINE WITH AQUATIC LABEL (Dow DMA 4 IVM or equivalent) | 46.3% 2,4-D with 53.7% other ingredients | gallon | | |
| 12 | METHOD 240SL | 25% aminocyclopyrachlor | | | |
| 13 | KRENITE S | 41.5% fosamine | gallon | | |
| 14 | VASTLAN | 54.72% triclopyr | gallon | | |
| 15 | TOTAL VEGETATION CONTROL BLEND | 8% Esplanade 200SC (5 oz. per 64 oz. unit), 19% Method 240SL (12 oz. per 64 oz. unit), 50% loaded glyphosate (loaded meaning surfactant already in product) (32 oz. per 64 oz. unit), 23% carrier (water or other inert ingredients) (15 oz. per 64 oz. unit), Application rate of 64 oz. per 100 gallon of water. Products must be compatible and stay in solution. | gallon | | |
| 16 | BASAL BARK/DORMANT STEM TREATMENT BLEND | 20% Garlon 4 Ultra (60.45% triclopyr), 1.5% Stalker (27.7% imazapyr) and 1.5% Milestone (aminopyralid) and 77% Bark Oil - Blue or Red in color and for cold temperatures | gallon | | |

Company _____ Signature _____

Date _____

PRICING PAGE - ATTACHMENT A

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

Returnable Container Accessories

| Item # | Accessory | | Unit Price | Extended Total |
|---------------|-------------------------------------|--|-------------------|-----------------------|
| 17 | TRANSFER CUBE 2.5 GALLON | Labeled as specified upon order. 1/2 gallon and 1 gallon increment marks. 3/4" male cam lock with cap for closed loop fill. Raised 1 quart measuring. | | |
| 18 | TRANSFER CUBE 5 GALLON | Labeled as specified upon order. 1/2 gallon and 1 gallon increment marks. 3/4" male cam lock with cap for closed loop fill. Raised 1 quart measuring. | | |
| 19 | ELECTRIC TRANSFER PUMP KIT 110 VOLT | 10 gallon per minute chemical pump. Heavy-duty steel mounting bracket. 6 foot inlet hose with stainless steel MicroMatic coupling and Viton® seals. 12 foot discharge hose with brass shut off valve and 3/4" female closed loop coupling. 110 Volt version with 15' cord and ground fault circuit breaker. Non-metallic design for maximum chemical resistance. Diaphragm design for pumping various viscosity liquids. | | |
| 21 | MANUAL CHEMICAL TRANSFER PUMP | One quart per stroke piston pump. Stainless steel MicroMatic coupling | | |
| 22 | MICROMATIC REPLACEMENT COUPLING | 1" female NPT threads. Stainless steel construction. Viton seals. | | |

Company _____ Signature _____

Date _____