

MISSOURI DEPARTMENT OF TRANSPORTATION
 General Services Procurement
 P.O. BOX 270
 Jefferson City, MO 65102
PRE-QUALIFICATION SUBMITTAL COVER PAGE

PRE-QUALIFICATION SUBMITTALS FOR THE INITIAL
 OPEN ENROLLMENT PERIOD WILL BE RECEIVED AT
 THIS OFFICE ON OR BEFORE:

2:00 p.m. Central Time, February 23, 2018

REQUEST NO. 5-180223AF

DATE ISSUED February 09, 2018

BUYER: Ashley Fick

BUYER TELEPHONE: 573-526-2744

**VENDOR PRE-QUALIFICATION TO PROVIDE LIQUID ASPHALT AND
 EMULSIFIED ASPHALT MATERIALS**

By signing below, the vendor hereby certifies that all loads delivered to the Missouri Department of Transportation (MoDOT) comply with the MoDOT specifications for the asphaltic materials specified. Furthermore, the vendor agrees to supply all asphaltic materials in accordance with the attached Missouri Highways and Transportation Commission Standard Bid Provisions, General Terms and Conditions, and Special Terms and Conditions as well as all requirements of this pre-qualification document.

After the vendor is determined qualified for the Asphaltic Materials bidding process an electronic spreadsheet will be sent to your attention to be used for bi-monthly and monthly bidding.

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

Is your firm WBE certified? Yes No

List all agencies your firm is currently certified with: _____

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
JEFFERSON CITY, MISSOURI

VENDOR PRE-QUALIFICATION FOR PROVISION OF ASPHALTIC MATERIALS

Buyer of Record: Ashley Fick
Postal Address: P.O. Box 270, Jefferson City, MO 65102
Physical Address: 830 MoDOT Drive, Jefferson City, MO 65109
Phone: 573-526-2744
E-mail: Ashley.Fick@modot.mo.gov

IN ORDER TO BE PRE-QUALIFIED FOR THE INITIAL CONTRACT PHASE for submitting asphaltic material pricing through the end of the current enrollment period noted herein, the vendor must provide the requested bid documentation to the Buyer of Record **on or before 2:00 p.m., Central Time, February 23, 2018.**

IN ORDER TO BE PRE-QUALIFIED DURING THE OPEN ENROLLMENT PHASE, through February 28, 2019, the vendor will provide to the Buyer of Record the requested bid documentation **no later than 10:00 A.M., CENTRAL TIME, ten (10) business days before the bid date listed on Attachment H for which the vendor wants to submit a bid.**

NOTE: Submitting the documentation does not automatically prequalify the vendor or guarantee that the vendor will be placed on the prequalified list within the ten (10) business days. All documentation submitted by the vendor must be reviewed, verified and approved by MoDOT before the vendor is placed on the prequalified list. *This process may take more than the above noted ten (10) business days to complete.*

- Cover Page
- Certificate of Liability Insurance
- Attachment A "Vendor Information & Preference Certification Form"
- Attachment B "Vendor Business Information"
- Attachment C "Anti-Collusion Statement"
- Attachment D "Bid Districts"
- Attachment E "District Ordering Information"
- Attachment F "Notice to Bidders: Community Right to Know Law"
- Attachment G "Cooperative Procurement Notice"
- Attachment H "Bid Dates For Asphaltic Materials"

Bids on ASPHALTIC MATERIALS submitted by pre-approved vendors will be received **by means of e-mail only** by the Missouri Department of Transportation, General Services, Procurement Division, **on or before 10:00 A.M. Central Time, on the bid dates specified on Attachment H.**

Pre-Qualification Contract Period: This pre-qualification open enrollment period shall commence March 1, 2018 and end February 28, 2019. The contracts will be awarded **no later than Friday of the bid week and will expire the Monday after the following bid week.** The contract follows an open enrollment process, thus, vendors may join the process at any time.

Amendments: MoDOT reserves the right to amend this contract with a minimum of fifteen (15) calendar days notice or to terminate this contract with a minimum of thirty (30) calendar days

notice. Such amendments may include but are not limited to changes to the bid submission process, pricing period, type of material bid per District, and geographical boundaries for bid prices.

Electronic Mail (e-mail) Submission of Bid Prices: Suppliers may withdraw all prices or submit complete updated pricing on the first and third Wednesday of March, April, May, June, July, August, September, October, and November. Withdrawal of all prices or complete updated pricing may be submitted on the first Wednesday of December, January, and February. **The process and conditions for submitting bimonthly and monthly pricing are as follows:**

- **Prices submitted are to be rounded to one tenth (1/10) cent.** Prices expressed in cents per gallon containing more than one significant decimal place will not be considered.
- **Any pricing change requires the same completed electronic spreadsheet as the original bid.** All cells of the spreadsheet must contain current pricing. If no pricing is submitted please indicate this by inserting a hyphen (-).
- **Microsoft Excel is the department's standard spreadsheet software.** Therefore, Microsoft Excel electronic spreadsheet pricing submissions are mandatory.
- **The most recent bimonthly or monthly bid submitted shall remain in effect** until superseded by another proper bimonthly or monthly bid is submitted or all prices are withdrawn.

Future Bimonthly and Monthly Pricing: All bimonthly and monthly pricing **must** be submitted via e-mail to bidasphalt@modot.mo.gov.

- **The supplier's bimonthly and monthly pricing *shall be transmitted from one of the authorized e-mail addresses identified in your bid.*** Submission from other sources shall not be accepted. Changes to the suppliers authorized e-mail listing shall be submitted to MoDOT to the following email address: bidasphalt@modot.mo.gov and take up to two (2) business days to process.
- **Updated pricing must be received by 10:00 A.M., CENTRAL TIME,** on the herein stipulated bimonthly or monthly Wednesdays.
- **LATE bimonthly and monthly bids will not be considered.** Suppliers are encouraged to submit pricing early enough to provide time for alternative electronic spreadsheet delivery.
- **General Services will maintain a master list of all prices.** General Services will provide electronic-copies of the bimonthly or monthly master-pricing via e-mail, if requested, by suppliers under this contract.

“Combination” and “All or None” bids **will not be considered**. Discounts offered for cash payment of invoice **will not be considered** in determining the low price per gallon.

BID FOR SUPPLYING
ASPHALTIC MATERIALS

To the State of Missouri
Acting by and through the
Missouri Highways and Transportation Commission
Jefferson City, Missouri 65101

I (We) (hereinafter referred to as the Supplier) propose and offer to supply the State of Missouri, (hereinafter referred to either as the State or the Department of Transportation) in the manner hereinafter specified under General Conditions, the asphaltic materials described herein under Specifications for Liquid Asphalt, MGS-94-06E, and all applicable sections of the Missouri Standard Specifications for Highway Construction, 2011 Edition as revised, more specifically Section 106 Control of Material, Section 310.4 Vehicle scales, and Section 1015 Bituminous Material, unless otherwise amended herein.

I (We) will furnish, load and deliver the material in transport trucks to destinations as directed in individual orders placed by the Department's District Offices for not less than one full tank truck or distributor load. It is understood that when MoDOT picks up the asphaltic material at the suppliers facility the price charged shall be the bid price, even if the quantity of asphaltic material is less than one full tank truck or distributor load.

GENERAL CONDITIONS

1. The General Services Director shall in all cases decide any and all questions which may arise concerning the quality, quantity and acceptability of all materials furnished; the time, place and manner of delivery; the correct interpretation of the Specifications, Bid and Individual Orders, and the acceptable fulfillment of these orders in all respects; the compensation, damages or claims of any character whatsoever for the performance of orders issued under this bid; and that the General Services Director's decision shall be final, binding and conclusive upon all parties concerned.
2. The Department will only approve a source which has: **(a)** adequate facilities and is operated in such a manner as will insure proper control over the manufacture and blending of the materials; **(b)** the required laboratory equipment and trained personnel at the point of manufacture to make the standard tests required for determination of whether the materials meet the specifications; and **(c)** weighting facilities available which meet the requirements of the attached specifications. Suppliers wishing to know approved sources should contact: **MoDOT's State Construction and Materials Engineer, 573-751-7455.**
3. **The asphaltic materials shall meet the requirements of the attached specifications MGS-94-06E.** Asphaltic materials to be used for mixing shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer. The polymer modified emulsified asphalt for seal coats should cure and retain chips in a time frame satisfactory to the engineer. The special type and grade or grades, and the quantity will be designated in individual orders placed by the Department's District Offices.

4. Measurement of the **Liquid Asphalt and Emulsified Asphalt Materials** shall be based on the **volume at 60°F**. The volume shall be determined from the net weight mass of the material by weighing the truck before and after loading. The net weight mass shall be converted to gallons by using the unit weight mass in pounds per gallon at 60°F designated by the engineer.
5. It is understood and agreed that the **Supplier** shall be responsible for loading the proper type, grade and quality of materials, and for the cleanliness of the tanks other than State-owned, into which it is loaded. All tanks shall be inspected by the **Supplier** prior to loading, and if necessary to avoid contamination, they shall be drained and cleaned. If the wrong grade of material is loaded, or if the load is contaminated because of another product in the lines, pumps or tank at the time of loading, the **Supplier** shall assume responsibility for the cost and disposal of that load, as well as any material in the State-owned tank into which the unsatisfactory material is unloaded. No demurrage will be paid by the State for delays caused by contaminated or otherwise unsatisfactory material.

DELIVERY BY TRANSPORT

- (a) **Deliver Terms:** All prices shall be **FOB Destination**.
 - i. The Supplier may be required to pump the material into permanent storage tanks, pugmills, or State-owned distributors at destination. A flat fee of \$39.00 may be charged when pumping is required.
 - ii. **Material pricing and loads are to be based upon full tankers of at least 5500 gallons. A “Short Load” fee of \$350.00 per load may be charged by the supplier if a load of less than 5500 gallons is requested by the State. If a full load is requested by the State and the supplier ships less than 5500 gallons a “Short Load” fee of \$350.00 may be deducted from the invoice for that load by the State.**
- (b) **Acceptance of Orders:** The LOW BID Suppliers must accept all orders for Asphaltic Material based on the conditions of this RFB unless circumstances beyond their control prohibits the supplier from fulfilling the order. Low bid Suppliers that do not accept properly requested orders will be subject to temporary suspension and/or liquidated damages as district procurement staff sees fit and outlined in subparagraph (d) of this section.
- (c) **Information Required:** The Supplier shall furnish a delivery receipt with each load showing type and grade of material, the Supplier's name, source of material, destination of material (route and county) consignee, and purchase order number. In addition to the above information, the delivery receipt will also show specified delivery time, arrival time, time unloading started, time unloading was completed, and whether the unloading pump was ordered or used.
- (d) **Time of Delivery:**
 - i. The Department will specify time of delivery to the requested location when the order is placed. Delivery at the time specified is of utmost importance to the State.

If the Supplier notifies the State at the time the order is placed that he cannot deliver at the specified time, the State may obtain the material elsewhere.

- ii. If the “low bid” Supplier **(1)** cancels orders after they have been accepted, **(2)** accepts orders and then fails to deliver when specified, or **(3)** refuses to accept orders, the State will notify the Supplier that no additional orders will be placed until the reason for the canceling of orders or unsatisfactory delivery has been rectified. In addition, **Suppliers failing to satisfactorily meet delivery schedules for material** may be subject to **(1)** suspension for up to two monthly/bimonthly pricing periods and/or **(2)** monetary **liquidated damages at the rate of \$100.00** per cancelled or declined truckload.
 - iii. **Liquidated damages and suspensions shall be assessed and imposed by the district procurement staff. Such district-imposed suspensions shall include all liquid asphalt products for their district.**
 - iv. If an order cannot be delivered at the scheduled time due to unforeseen plant or truck breakdown, the Supplier agrees to notify the applicable district office immediately. The State will provide each Supplier with the telephone number for each District Office.
 - v. When material is requested for delivery to State-owned storage facilities, the Supplier may deliver the material any time prior to the requested delivery time if approved by the State. A receptacle will be available at each of the storage sites for the deposit by the truck driver of the bill of lading, manifest, or truck ticket, covering the load placed in storage. **The Supplier must instruct the driver accordingly.**
- (e) **Delivery to Distributors and Pugmills:** The Supplier of material which is to be pumped into State-owned distributors or pugmills may expect at least eighteen (18) hours notice prior to the specified hour the material is desired, with the understanding that the order may be cancelled by the State **with no penalty** not later than ten (10) hours prior to the specified hour of delivery. **If ten (10) hours cancellation notice cannot be given due to unforeseen weather or truck breakdown, the Supplier may charge the State a “Short Notice Cancellation Fee” of \$100.00 per hour (not to exceed 4 hours). The Supplier must furnish each District office with telephone numbers for the purpose of canceling orders 24 hours a day.** If, for any reason, the Supplier is not permitted to unload the material at the specified destination, the material will be unloaded at the nearest available State-owned storage tank and the additional cost, if any, will be computed on the basis of published tariff rates.

(f) **Asphaltic Materials**

- i. The following bid items shall be bid by district and by county by inserting the Supplier's bid price in the corresponding spreadsheet cell. Districts do not use all of the items listed below; therefore, the Supplier's spreadsheet is designed to accept bids for the items with probable use for each district.

Description
Asphalt, MC-30 Medium-Curing Cut-Back
Asphalt, MC-70 Medium-Curing Cut-Back
Asphalt, RC-70 Rapid-Curing Cut-Back
Asphalt, RC-250 Rapid-Curing Cut-Back
Asphalt, RC-800 Rapid-Curing Cut-Back
Asphalt, MC-250 Medium-Curing Cut-Back
Asphalt, MC-800 Medium-Curing Cut-Back
Asphalt, MC-3000 Medium-Curing Cut-Back
Asphalt, RS-2 Anionic Emulsified
Asphalt, EA-90 Emulsified, Anionic Emulsified
Asphalt, EA-90 Diluted 80/20 Anionic Emulsified
Asphalt, EA-90 Diluted 50/50 Anionic Emulsified
Asphalt, EA-150 Anionic Emulsified
Asphalt, EA-150 Diluted 80/20 Anionic Emulsified
Asphalt, EA-150 Diluted 70/30 Anionic Emulsified
Asphalt, EA-150 Diluted 60/40 Anionic Emulsified
Asphalt, EA-150 Diluted 50/50 Anionic Emulsified
Asphalt, EA-300 Anionic Emulsified
Asphalt, EA-300 Diluted 50/50 Anionic Emulsified
Asphalt, SS-1 Anionic Emulsified
Asphalt, SS-1 Diluted 50/50 Anionic Emulsified
Asphalt, SS-1 Diluted 70/30 Anionic Emulsified
Asphalt, SS-1H Anionic Emulsified
Asphalt, SS-1H Pails
Asphalt, SS-1H Diluted 50/50 Anionic Emulsified
Asphalt, SS-1H Diluted 60/40 Anionic Emulsified
Asphalt, CHFRS2P – Cationic Emulsified High Float Rapid-Set Polymer
Asphalt, CRS-2 Cationic Emulsified
Asphalt, CMS-2M Cationic Emulsified
Asphalt, CMS-2M Diluted 50/50 Cationic Emulsified
Asphalt, CQS1F – Diluted 50/50 Cationic Quick Set
Asphalt, CQS1F – Diluted 60/40 Cationic Quick Set
Asphalt, CSS-1 Cationic Emulsified
Asphalt, CSS-1 Diluted 50/50 Cationic Emulsified
Asphalt, CSS-1H Cationic Emulsified
Asphalt, CSS-1H Diluted 50/50 Cationic Emulsified
Asphalt, CRS-2P Polymer Modified Emulsified
Asphalt, EA-90P Polymer Modified Emulsified
Asphalt, Scrub Seal Emulsion

- ii. **The attached specifications, MGS-94-06E, Liquid Asphalt, provides complete MoDOT Liquid Asphalt Specifications.**
- iii. **The MINIMUM DELIVERY TEMPERATURE shall be as outlined below.** If a load arrives at a lower temperature than specified in table (shown below), the State may either reject the load, or if agreeable to both the State and the driver, the State will accept the load and heat the asphalt to the specified temperature in its distributors with no demurrage being paid for the time needed to pump the cold asphalt and heat it to the specified temperature.

<u>TYPE OF MATERIAL</u>	<u>MINIMUM TEMPERATURE</u>
MC-30, MC-70, RC-70	100° F
MC-250, RC-250	160° F
MC-800, RC-800	200° F
MC-3000, RC-3000	220° F
SS-1, SS-1h, CSS-1, CSS-1h	80° F
Diluted SS-1, SS-1h, CSS-1 or CSS-1h	110° F
CRS-2, RS-2,	135° F
CMS-2M, EA-90, EA-150, EA-300	140° F
CRS-2P, EA-90P, Scrub Seal	150° F

- (g) **Delivery to Storage Tanks:** The Supplier of material which is to be pumped into State-owned storage tanks may expect eighteen (18) hours notice prior to the specified hour the material is desired at the designated point or points, with the understanding that the order may be cancelled by the State not later than ten (10) hours prior to the specified hour of delivery. Delivery to State-owned storage sites may be made at any hour prior to the requested delivery time if approved by the State. If for any reason the Supplier is not permitted to unload the material at the specified destination, the material will be unloaded at the nearest available State-owned storage tank and the additional cost, if any, will be computed on the basis of published tariff rates.
- (h) **Demurrage:** (The SUPPLIER agrees to notify the applicable DISTRICT OFFICE when a delivery will be delayed.)
 - i. The State will be allowed one and one-half (1½) hours for unloading each truckload of material free of demurrage.
 - ii. If the state delays the Supplier/Carrier from unloading material, whether delivered to state distributors, storage tanks or pugmills, the Supplier will be compensated at the rate of **\$135 per hour**, computed to the nearest 15 minutes.
 - iii. If the Supplier's material does not arrive by the time requested, the state will be compensated at the rate of **\$135 per hour**, computed to the nearest 15 minutes. No demurrage will be charged for loads that do not delay state crews.
 - iv. If the Supplier or Carrier notifies the State before the scheduled delivery time that the tanker will be delayed, the maximum amount of time the State will charge the Supplier demurrage is **one hour**. If the Supplier or Carrier notifies the State after the scheduled delivery time that the material will be delayed, the State will stop charging the Supplier demurrage **one hour after** the State has been notified of the delay. The maximum amount of time the State will charge the Supplier demurrage for any late load, whether notified or not, is **two hours**.
 - v. If the Supplier's material arrives prior to the specified delivery time, unloading will begin as soon as practical and the 1½ hour unloading time will start when actual unloading begins or at the specified arrival time, whichever is the earliest.

- vi. When more than one tanker is ordered for the same location, the same day, the first tanker to arrive will be unloaded first. If an earlier scheduled tanker does not arrive at the scheduled time, no demurrage will be due the Supplier on subsequent tankers unless more than one hour and 30 minutes is required to unload each subsequent tanker. If a tanker that did not arrive at the scheduled time arrives after unloading has begun on a subsequent tanker, the "**late tanker**" will not be unloaded until all "**on time**" tankers have been unloaded. Demurrage due the State will be discontinued on the "**late tanker**" while the "**on time**" tankers are being unloaded.
 - vii. Unloading of an earlier scheduled tanker will not begin after 2:30 P.M. and demurrage due the State will be discontinued at that time. The material and responsibility for the material belongs to the Supplier. We will make every effort to find a storage facility that will hold the material but no extra payment will be made to the Supplier if he elects to put the material in a state-owned storage tank.
 - viii. If, for any reason other than the above, the State does not permit the Supplier to unload the material at the specified destination, the material will be unloaded at the nearest available state-owned storage tank and the additional cost, if any, will be computed on the basis of published tariff rates.
- (i) **Invoices:** The Supplier shall agree and understand that all charges/costs associated with a single delivery shall be included on **a single original invoice** for the material delivered. This invoice shall include ***all costs associated*** with the individual delivery, whether performed by the Supplier or any subcontractor. This invoice shall include, but may not be limited to: quantity, type and grade of material, unit price per gallon, purchase order number, destination, consignee, pump fees, stop charges, and demurrage, if any, and all other costs associated with the single, original delivery.

No partial invoices shall be processed for payment by MoDOT. Invoices may be mailed, faxed, or emailed, depending on arrangements made with the individual MoDOT District, to ensure these are received promptly. The timely processing of invoices is critical for MoDOT's inventory and budget control. Therefore, the Supplier should expedite the submission of complete invoices to MoDOT.

SAMPLING, TESTING, AND ACCEPTANCE PROCEDURES

- (a) **Material Certification:** It shall be the responsibility of the Supplier to guarantee by certification that the material fully complies with the specification requirements, after being loaded and delivered to the point of acceptance.
- (b) **Truck Shipments:** All truck shipments shall be loaded from approved storage tanks, which have been sampled, tested, and certified by the Supplier to the Department.
 - i. If automatic blending equipment is used, blender materials will be approved for use providing the finished product fully complies with the specifications.
 - ii. **At least one complete test shall be conducted every two weeks on each grade of material furnished for the Missouri Department of Transportation from the blender.** A certified copy of the test results shall be furnished to the Engineer. After loading, the Supplier shall sample and make identifying tests on a sufficient number of truck shipments of material supplied to insure that proper quality control is being

maintained and that all such shipments fully comply with the specification requirements.

- a. Identifying tests are: viscosity for liquid Asphaltic materials; viscosity, sieve and particle charge for CSS-1, CSS-1h, CRS-2 and CMS-2M emulsified asphalt; viscosity and sieve for SS-1, SS-1h, scrub seal emulsion, and RS-2 emulsified asphalt; and sieve, distillation, penetration and float test for EA-90, EA-150 and EA-300 emulsified asphalt.
 - iii. It shall be the Supplier's responsibility to insure that any material failing to comply with specification requirements will not be used in the work.
- (c) **Bill of Lading:** The Supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket that is to be available to Department personnel at destination prior to unloading. When delivery is made to storage sites the bill of lading, manifest, or truck ticket is to be deposited in the receptacles provided. A copy is also to be available to the Department's representative at the shipping point. The bill of lading, manifest, or truck ticket shall show the following information regarding the shipment: Type and Grade of material, purchase and confirmation order numbers, consignee, truck number, weights (masses) of truck before and after loading, specific gravity @ **60°F/60°F**, net gallons, destination, date loaded, name and location of the source and a certification statement.
- (d) **The Certification Statement shall be substantially as follows:**
- i. "This certifies that the Asphaltic material in this shipment complies with Missouri Department of Transportation specifications for the grade specified and the weights (mass) shown herein were obtained on Missouri Department of Transportation approved scales and are correct within the specified scale requirements."
 - ii. The certification statement shall be signed by an authorized representative of the Supplier.
- (e) **Source Approval:** The Department's representative will at random observe the loading and weighing of trucks and the sampling and testing at the source of truck shipments and tanks, and will select representative samples of the material being supplied. These samples will be tested in the field or in the Central Laboratory. When test results of materials or weights (mass) certified by the Supplier are not representative of the material or quantity being shipped, the source approval will be withdrawn. A source may be reinstated when proof is furnished that the deficiency has been corrected and adequate controls are in effect to guarantee delivery of correct quantities and materials meeting specifications.
- (f) **Verification of certified weights:** Mass may be required by the weighing of a hauling unit, both loaded and empty, on scales other than those used by the Supplier and which have also been approved by the Department.
- (g) **Sampling Equipment:** The Supplier shall furnish the required sampling equipment and shall sample the truck under the direction of the engineer. The Supplier shall be responsible for keeping all sampling equipment clean and in good condition. Sampling devices on truck transports will be approved provided an adequately insulated value is used with a pipe or nipple inserted a suitable distance into the tank.

- (h) **Transport Log:** Each truck transport shall carry a log showing the types of materials and dates hauled, with respect to recent shipments, or the supplier shall furnish the engineer such information with respect to the previous load.
- (i) **Intermediate Storage Tanks:** Intermediate storage tanks for storage and transfer of material between the source and the point of acceptance shall be equipped for sealing and shall be reserved exclusively for State work. Use of any material in unsealed tanks will be subject to delay until it can be sampled, tested and approved.
- (j) **Proportioning and Blending Asphaltic Material Constituents.** All materials shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or may be proportioned and blended by use of automatic proportioning equipment. All automatic proportioning blenders shall meet the approval of the Department and shall be equipped with precision instruments, including electrically interlocked motors, and automatic meters. Materials blended in quantities of less than 8,000 gallons without the use of automatic proportioning blenders will not be approved.

ATTACHMENT A

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.

<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

ATTACHMENT B

VENDOR BUSINESS INFORMATION

I (We) propose and offer to supply and deliver statewide ASPHALTIC MATERIALS to the Missouri Department of Transportation, in accordance with the Pre-Qualification Submittal, General Conditions, and meeting the Specifications at the quoted prices as shown on the bid form based on the following conditions:

Our bimonthly and monthly pricing shall be transmitted **from one of the following authorized e-mail addresses: (must provide at least one (1) email address).**

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Limitations: _____

Location of Refinery: _____

The quoted prices may be revised by proper notification as specified in the Request for Bid.

Dated at _____ this _____ day of _____, 20 _____

Supplier: _____

Address: _____

City State Zip Code

By _____
Printed Name and Authorized Signature

Title

Telephone Number: _____

Fax Number: _____

ATTACHMENT D

BID DISTRICTS

The below identified supplier will provide liquid asphalt bid prices for the following selected Districts for this contract and subsequent renewal periods. Identified Districts establish suppliers geographical boundaries for this contract. See attached District Map.

<i>DISTRICT</i>	<i>YES</i>	<i>NO</i>
Northwest		
Northeast		
Kansas City		
Central		
St. Louis		
Southwest		
Southeast		

Supplier's Printed Name

Authorized Signature

Date

ATTACHMENT E

DISTRICT ORDERING INFORMATION

*All information **MUST** be completed*

District	Vendor Code	Ordering Address for Districts to Submit Orders to the Vendor	Vendor's Telephone Number & Contact Info.
Northwest			
Northeast			
Kansas City			
Central			
St. Louis			
Southwest			
Southeast			

Supplier's Printed Name

Authorized Signature

Date

ATTACHMENT F

NOTICE TO BIDDERS

"COMMUNITY RIGHT TO KNOW LAW"

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

If the product(s) you (**the bidder**) propose to furnish in response to the attached "Request for Bid" contains a "hazardous substance" as defined by **Section 292.600 RSMo.**, please so indicate and, if **YES**, attach a current "**Material Safety Data Sheet**".

Yes _____

No _____

Printed Name _____

Signature _____

Title _____

Company _____

Date _____

~ This section of the page intentionally left blank. ~

ATTACHMENT G

COOPERATIVE PROCUREMENT NOTICE

The Department is interested in assisting various Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each vendor is asked to indicate below whether they would be willing to offer **Asphaltic Materials** listed in the attached "Pre-Qualification" 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 **Asphaltic Materials** 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 _____

E-MAIL ADDRESS _____

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

ATTACHMENT H

March 2018 – February 2019

BID DATES FOR ASPHALTIC MATERIALS

<u>BID DATE</u>	<u>STARTING PERIOD</u>	<u>ENDING PERIOD</u>
March 7, 2018	March 12, 2018	March 25, 2018
March 21, 2018	March 26, 2018	April 8, 2018
April 4, 2018	April 9, 2018	April 22, 2018
April 18, 2018	April 23, 2018	May 6, 2018
May 2, 2018	May 7, 2018	May 20, 2018
May 16, 2018	May 21, 2018	June 10, 2018
June 6, 2018	June 11, 2018	June 24, 2018
June 20, 2018	June 25, 2018	July 8, 2018
July 5, 2018**	July 9, 2018	July 22, 2018
July 18, 2018	July 23, 2018	August 5, 2018
August 1, 2018	August 6, 2018	August 19, 2018
August 15, 2018	August 20, 2018	September 9, 2018
September 5, 2018	September 10, 2018	September 23, 2018
September 19, 2018	September 24, 2018	October 7, 2018
October 3, 2018	October 8, 2018	October 21, 2018
October 17, 2018	October 22, 2018	November 11, 2018
November 7, 2018	November 12, 2018	November 25, 2018
November 21, 2018	November 26, 2018	December 9, 2018
December 5, 2018	December 10, 2018	January 6, 2019
January 2, 2019	January 7, 2019	February 10, 2019
February 6, 2019	February 11, 2019	March 10, 2019
** Due to the July 4th Holiday, bids will be due Thursday, July 5th		
INDICATES MONTHLY BIDS ONLY...OTHER DATES ARE BI-MONTHLY		



LIQUID ASPHALT MGS-94-06E

1.0 DESCRIPTION. This specification covers Medium-Curing Cut-Back Asphalt, Rapid-Curing Cut-Back Asphalt, and Emulsified Asphalt.

2.0 MATERIALS.

2.1 Medium-Curing Cut-Back Asphalt. The material shall conform to the requirements of AASHTO M 82, invoking Note 2 using penetration in lieu of viscosity. Medium-curing cut-back asphalt shall show no separation or curdling prior to use and shall not foam when heated to the application temperature.

2.2 Rapid-Curing Cut-Back Asphalt. The material shall conform to the requirements of AASHTO M 81, invoking Note 2 using penetration in lieu of viscosity. Rapid-curing cut-back asphalt shall show no separation or curdling prior to use and shall not foam when heated to the application temperature.

2.3 Diluted Emulsified Asphalt. Diluted emulsified asphalt shall be homogeneous and shall be usable for a minimum of 3 days after delivery.

2.3.1 The base material shall be SS-1, SS-1H, CSS-1 or CS-1H meeting the requirements of Section 2.4 or Section 2.5 of these specifications.

2.3.2 The dilution rate shall be 1 part water to 1 part emulsion.

2.3.3 The percent residue shall be 28.5 minimum.

2.3.4 The supplier will not be held responsible for diluted emulsified asphalt that has frozen after delivery.

2.4 Anionic Emulsified Asphalt. Anionic emulsified asphalt shall be homogeneous and shall comply with the requirements of Table 1 of these specifications.

2.4.1 The anionic emulsified asphalt shall remain homogeneous and usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

2.5 Cationic Emulsified Asphalt. Cationic emulsified asphalt shall be homogeneous and shall comply with the requirements of Table 2 of these specifications.

2.5.1 The cationic emulsified asphalt shall remain homogeneous and usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

2.6 Polymer Modified Emulsified Asphalt. Polymer modified emulsified asphalt shall meet the requirements of Table 3 of these specifications.

2.6.1 The polymer modified emulsified asphalt shall remain homogeneous and usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

2.7 Scrub Seal Emulsion. Scrub seal emulsion shall meet the requirements of Table 4 of these specifications.

2.7.1 The scrub seal emulsion shall be smooth and homogeneous, be polymer modified and contain an asphalt rejuvenator. The scrub seal emulsion shall remain usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

3.0 Sampling and Testing.

Unless otherwise stated the AASHTO specifications shall be those in effect at the time of the order of this material. For all material, AASHTO T 111, *Inorganic Matter or Ash in Bituminous Materials*, may be substituted for AASHTO T 44, *Solubility of Bituminous Materials*, at the specification value indicated.

3.1 Medium-Curing and Rapid-Curing Cut-Back Asphalt. Sampling and testing of medium-curing and rapid-curing cut-back asphalts will be made as follows:

<u>Property</u>	<u>AASHTO</u>	<u>MC</u>	<u>RC</u>
Sampling	T 40	X	X
Water	T 55	X	X
Flash Point (Tag Open Cup)	T 79	X	X
Viscosity	T 201	X	X
Distillation	T 78	X	X
Penetration	T 49	X	X
Ductility	T 51	X	X
Solubility in Trichloroethylene	T 44	X	X

3.2 Emulsified Asphalt. Samples of emulsified asphalt shall be taken in accordance with AASHTO T 40.

3.3.1 Diluted emulsified asphalt, anionic emulsified asphalt, and cationic emulsified asphalt shall be tested in accordance with AASHTO T 59.

3.3.2 Polymer modified emulsified asphalt shall be tested in accordance with the procedures set forth for the applicable properties in Table 5.

3.4 Scrub Seal Emulsion. Samples of scrub seal emulsion shall be taken in accordance with AASHTO T 40.

3.4.1 Scrub seal emulsion shall be tested in accordance with the procedures set forth for the applicable properties in Table 6.

4.0 Rejection.

Emulsified asphalt that does not fully comply with the requirements of these specifications will be rejected. The supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the state-owned tank into which the unsatisfactory material is unloaded.

5.0 Platform Scales for Weighing Bituminous Material. Equipment for weighing of bituminous material shall consist of accurate and reliable platform scales approved by the Department.

5.1 Scales shall be accurate to within 0.4 percent of the net load applied, when tested for accuracy, regardless of the location of the load on the platform. The value of the smallest unit of graduation on a scale shall be not greater than 20 pounds. Sensitivity requirements of scales not equipped with balance indicators shall be twice the value of the minimum graduated interval on the weigh beam, or 0.2 percent of the nominal capacity of the scale, whichever is less. For scales equipped with balance indicators, the sensitivity requirement shall be the value of the minimum graduated interval on the weigh beam.

5.2 When equipment to be weighed is of such length that all axles cannot be weighed simultaneously, a level area of Portland cement concrete or asphaltic concrete pavement shall be provided permitting those axles not on the scale platform to be on the pavement during the weighing operation. the approach shall be the same width as the platform and of sufficient length to insure the level positioning of vehicles during weight determinations. the weighing shall be performed with all brakes released. When equipment to be weighed is equipped with an air bag suspension unit on any axle, the equipment including semi-trailers or pup trailers shall be weighed on platform scales of sufficient size to weigh all axles of the combination simultaneously.

5.3 Scales shall have been calibrated within the year immediately prior to any material being delivered or any time the engineer has cause to question the accuracy of the scale. Scale acceptance shall be based on one of the following:

5.3.1 A valid certification or seal of approval by the Division of Weights and Measures of the Missouri Department of Agriculture.

5.3.2 A valid certification or seal of approval by a State of Missouri duly appointed "Sealer of weights and measures" in cities or counties of seventy-five thousand population or more.

5.3.3 Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The Supplier shall furnish the certificate of calibration to the engineer.

5.4 Regardless of the form of acceptance, the calibration shall be within the accuracy requirements specified herein and the scales shall meet all requirements of these specifications.

5.5 Verification of a platform scale may be required by the weighing of a hauling unit on another recently calibrated and certified scale.

5.6 All cost incurred in obtaining a certification of calibration or verification shall be borne by the Supplier.

6.0 Ordering Information. The unit bid request will set forth the grade or type, and quantity, of bituminous material being purchased.

TABLE 1 - ANIONIC EMULSIFIED ASPHALT

	RS-2	EA-90	EA-150	EA-300	SS-1	SS-1H
Viscosity, SFS, 25 C, SFS.	-----	-----	-----	-----	20-100	20-100
Viscosity, SFS, 50 C, SFS.	100-400	50-500	50-500	50-500	-----	-----
Sieve Test ^a , percent, max.	0.10 ^b	0.50	0.50	0.50	0.10 ^b	0.10 ^b
Cement Mixing Test, percent, max.	-----	-----	-----	-----	2.0	2.0
Demulsibility ^c , 35 ml, 0.02 N CaCl ₂ , (1.11g/L) percent, min.	60	-----	-----	-----	-----	-----
Distillation:						
Oil distillate, by volume of emulsion, percent, max.	-----	4	4	7	-----	-----
Residue, percent, min.	63	65	65	70	57	57
Tests on residue from distillation:						
Penetration, 25 C, 100 g, 5 sec., dmm	100-200	90-150	150-300	300 Min.	100-200	40-90
Ductility, 25 C, 5 cm/min., cm.,min.	40	-----	-----	-----	40	40
Solubility in trichloroethylene, percent, min.	97.5	97.5	97.5	97.5	97.5	97.5
Float Test, 60 C, sec., min.	-----	1200	1200	1200	-----	-----

^a This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

^b A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.

^c The demulsibility test shall be made within 30 days from date of shipment.

TABLE 2 - CATIONIC EMULSIFIED ASPHALT

	CRS-2	CMS-2M	CSS-1	CSS-1H
Viscosity, Saybolt Furol at 25 C, SFS.	----	----	20-100	20-100
Viscosity, Saybolt, Furol at 50 C, SFS.	100-400	50-500	----	----
Sieve Test ^a , percent, max.	0.10 ^b	0.50	0.10 ^b	0.10 ^b
Cement Mixing Test, percent, max.	----	----	2.0	2.0
Demulsibility ^c , 35 ml, 0.8% sodium dioctyl sulfosuccinate, percent, min.	40	----	----	----
Particle Charge Test	Positive	Positive	Positive ^d	Positive ^d
Distillation: Oil distillate, by volume of emulsion, percent, max.	3	7	----	----
Residue, percent, min.	65	70	57	57
Tests on Residue from Distillation: Penetration, 25 C, 100 g, 5 sec., dmm	100-250	300 min.	100-250	40-90
Ductility, 25 C, 5 cm/min., cm.,min.	40	----	40	40
Solubility in trichloroethylene, percent, min.	97.5	97.5	97.5	97.5

^a This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

^b A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.

^c The demulsibility test shall be made within 30 days from date of shipment.

^d If the particle charge test result is inconclusive, materials having a maximum pH value of 6.7 will be acceptable.

TABLE 3 - POLYMER MODIFIED EMULSIFIED ASPHALT

Tests	CRS-2P		EA-90P	
	Min.	Max.	Min.	Max.
Viscosity, Saybolt, Furol at 50 C, SFS.	100	400	100	400
Storage Stability Test ^{b, c} . 24 hour, percent	----	1	----	1
Classification Test	Pass	----	----	----
Particle Charge Test	Positive	----	----	----
Sieve Test, 20 mesh, percent ^c	----	0.3	----	0.3
Demulsibility, 35 ml, 0.02 N CaCl ₂ , (1.11g/L) percent, min. ----	----	30	----	
Distillation:				
Oil Distillate by volume of emulsion, percent	----	3	----	3
Residue from Distillation ^d , percent	65	----	65	----
Tests on Residue from Distillation:				
Penetration, 25 C, 100 g, 5 sec.	100	200	100	200
Ductility, 4 C, 5 cm/min, cm	30	----	25	----
Ash ^e , percent	----	1	----	1
Float Test at 60 C, sec.	----	----	1200	----
Elastic Recovery, percent ^f	58	----	58	----

^a All tests are performed in accordance with latest AASHTO T 59 except as noted.

^bIn addition to AASHTO T 59; upon examination of the test cylinder, after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.

^c This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

^d AASHTO T 59 modified to maintain a 205 C ± 5 C maximum temperature for 15 minutes.

^e AASHTO T 111, Ash in Bituminous Materials.

^f Condition the ductilometer and samples to be treated at 10 C. Prepare the brassplate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85-95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at the rate of pull of 5 cm/min. After the 20 cm elongation has been reached; stop the ductilometer and hold the sample in its elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

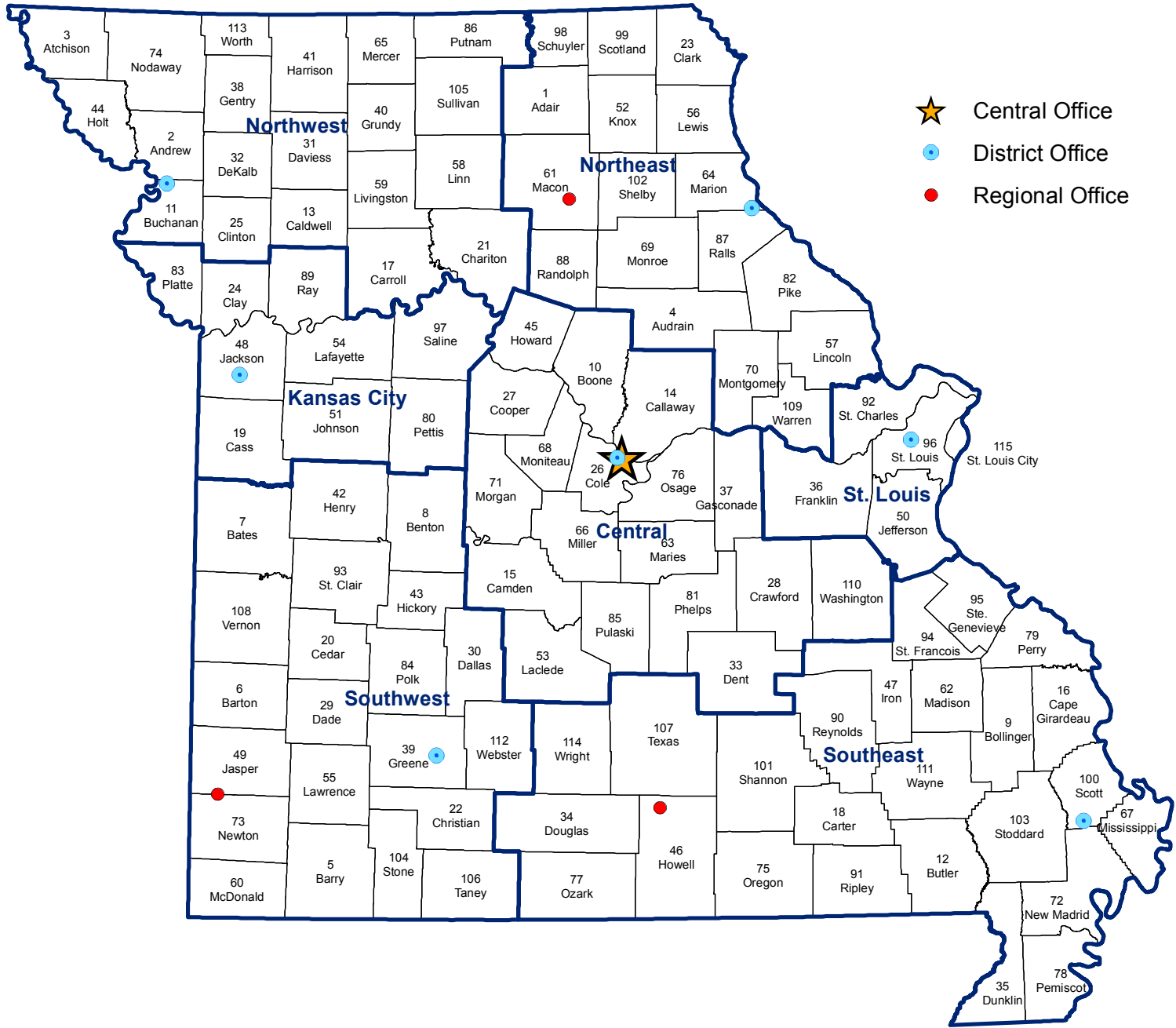
$$\text{Percent Recovery} = \frac{20 - X}{20} \times 100$$

TABLE 4 - SCRUB SEAL EMULSION

	Min.	Max.	Test Method
Tests on Scrub Seal Emulsion:			
Saybolt Furol Viscosity, @ 25 C,SFS	30	100	ASTM D244
Storage Stability Test ^{a,b} , 24 hr., %	--	1	ASTM D244
Demulsibility, 35 ml, 0.02 N CaCl ₂ , (1.11g/L) percent, min.	--	60	ASTM D244
Sieve Test ^{b,c} , %	--	0.1	ASTM D244
Residue by Distillation ^d , %	60	--	ASTM D244
Oil Distillate by Volume, %	--	3	
Tests on Residue from Distillation:			
Penetration @ 25 C, 5 sec, 100 g, dmm	100	300	ASTM D5
Float Test @ 60 C, sec	1200	--	ASTM D139
Ash, %	--	1	AASHTO T111
Elastic Recovery ^e , %	30	--	ASTM D5976
Saturates ^f , %	--	20	ASTM D4124

- ^a Upon examination of the test cylinder after standing undisturbed for 24 hours, the surface shall show no white, milky colored substance but shall be a homogeneous brown color throughout.
- ^b This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- ^c A percentage of 0.30 is acceptable for samples taken at the point of use or shipped to the Central Laboratory for testing.
- ^d ASTM D244 with modifications to include a 205 ± 5 C maximum temperature to be held for 15 minutes.
- ^e ASTM D5976 with test temperature of 10°C and modification of 200 mm elongation.
- ^f ASTM D4124 with modification to use Alumina, CG - 20 Grade, available from Aluminum Company of America, Pittsburgh, PA.

Missouri Department of Transportation District Map



- ★ Central Office
- District Office
- Regional Office

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

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.

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.

Required Specifications

All materials, equipment, and/or services bid upon must comply with the attached **MoDOT Specification #MGS-94-06E** and any other provisions outlined in the solicitation documents.

Delivery – Additional Requirements

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

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

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**.