

Missouri
Department
of Transportation



Roger Schwartze, District Engineer

Central District
1511 Missouri Boulevard
P.O. Box 718
Jefferson City, MO 65102
(573) 751-3322
fax (573) 522-1059
Toll free 1-888 ASK MoDOT
www.modot.state.mo.us

March 21, 2007

Re: Request For Bid, On-call Concrete, Q5-07-030

To Whom It May Concern:

Please be advised that we are taking bids to establish pricing for ready mix concrete to be used for concrete pavement repairs and maintenance work throughout our District 5 area.

Attached is a copy of the Bid Form for bidding on the ready mix concrete to be used in your area. Please note we are requesting a unit bid price for each percent of calcium chloride accelerator added to mix. The ready mix concrete supplied must meet the specifications listed in the Pricing Sheets of the Missouri Standard Specification Handbook 2004 and any revision herein.

Should you be interested in bidding, complete the attached "Request for Bid" documents and return it to this office via mail in a 'sealed' envelope no later than **1:00 P.M. CDST, April 3, 2007** to:

Missouri Department of Transportation
C/O Corey Duemmel
1511 Missouri Blvd.
Jefferson City, MO 65102

Your plant must have been calibrated at the beginning of each calendar year to be considered. If your plant has not been calibrated or is not scheduled for a calibration yet, you must contact Ms. Patty Lemongelli at (573) 751-6851 for an appointment to calibrate your plant. MoDOT will not purchase from any plant that has not been calibrated in 2007.

MoDOT reserves the right to choose a supplier based upon availability, cost and distance in respect to plant locations in any given area per project.

If there are any questions concerning the above, please feel free to contact me at (573) 526-6956.

Sincerely,

Corey Duemmel, General Services



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES FROM \$25,000 AND OVER**

THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: 3/21/07	QUOTE DUE BY (DATE AND TIME): 04/03/07 (NO LATER THAN 1:00 PM CDST)	F.O.B. REQUIREMENTS: FOB DESTINATION
TO BE DELIVERED/COMPLETED NO LATER THAN: As SPECIFIED W/ EACH ORDER	QUOTATION #: Q5-07-030 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: COREY DUEMMEL GEN. SERVICES SPECIALIST PHONE NUMBER: 573-526-6956 FAX NUMBER: 573-526-6796
District Mailing Address: DISTRICT 5 – GS P.O. BOX 718 JEFFERSON CITY, MO 65102	Delivery Locations: Any of the 13 counties that make up the District Five	

On Call Concrete

1.0 SCOPE

The Missouri Department of Transportation is accepting bids for establishing pricing for Concrete to be used according to the listed items in the Bid Pricing Sheets across all counties in District 5.

2.0 MATERIAL SPECIFICATIONS

2.1 As listed per each item located within the Pricing Sheets.

2.2 Subject to MoDOT approved plant. Plant must certify cement. All plant facilities MUST be calibrated prior to any material being ordered from its location.

3.0 CONTRACT REQUIREMENTS

3.1 Supplier should enter a per cubic yard price (FOB Destination) for each county they will deliver concrete to.

3.2 Environmental fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your bid price.

3.3 Bid prices SHALL be firm from April 2007 until March 29, 2008.

4.0 ORDERS AND DELIVERY

4.1 The department shall advise the supplier approximately 24 hours in advance of the estimated quantities and expected time of need.

4.2 In order to maintain an acceptable level of service to the motoring public, safety for our crews and financial responsibility to our taxpayers, a minimum of one hour (or agreed upon delivery) between ordering and delivery is expected.

4.2.1 When an order is placed, MoDOT will request commitment and time of delivery for that day's project. If a verbal commitment to deliver within one hour cannot be met, MoDOT will proceed with the next low bidder using the

fixed unit price.

4.3 When the low bidder commits and does not deliver the order within the time specified (1 hour) with no apparent breakdowns causing the delays, MoDOT reserves the right to cancel immediately and move to the next low bidder, using the fixed unit price until the project is complete.

4.3.1 If it is documented that the low bidder consistently does not adhere to the one hour commitment clause, causing crews to be shutdown for long periods of time, MoDOT reserves the right to proceed with the next low bidder

5.0 PAYMENT

5.1 Invoices for each project MUST include the project location information (Route, County, etc.) on the face of the invoice.

6.0 ADDITIONAL BIDDER REQUIREMENTS

6.1 CERTIFICATE OF GOOD STANDING – All suppliers must be in compliance with the laws regarding conducting business in the State of Missouri. Within 10 business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date that this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

6.2 RsMO 34.040.6 COMPLIANCE – The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award, MoDOT will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If a certificate is requested, the Bidder's inability to provide this documentation within a reasonable amount of time will result in his/her bid being rejected.

6.3 All bidders should submit their coverage of Liability Insurance at the time of bid. See 'Terms and Conditions' for coverage requirements.

VENDOR NAME:

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

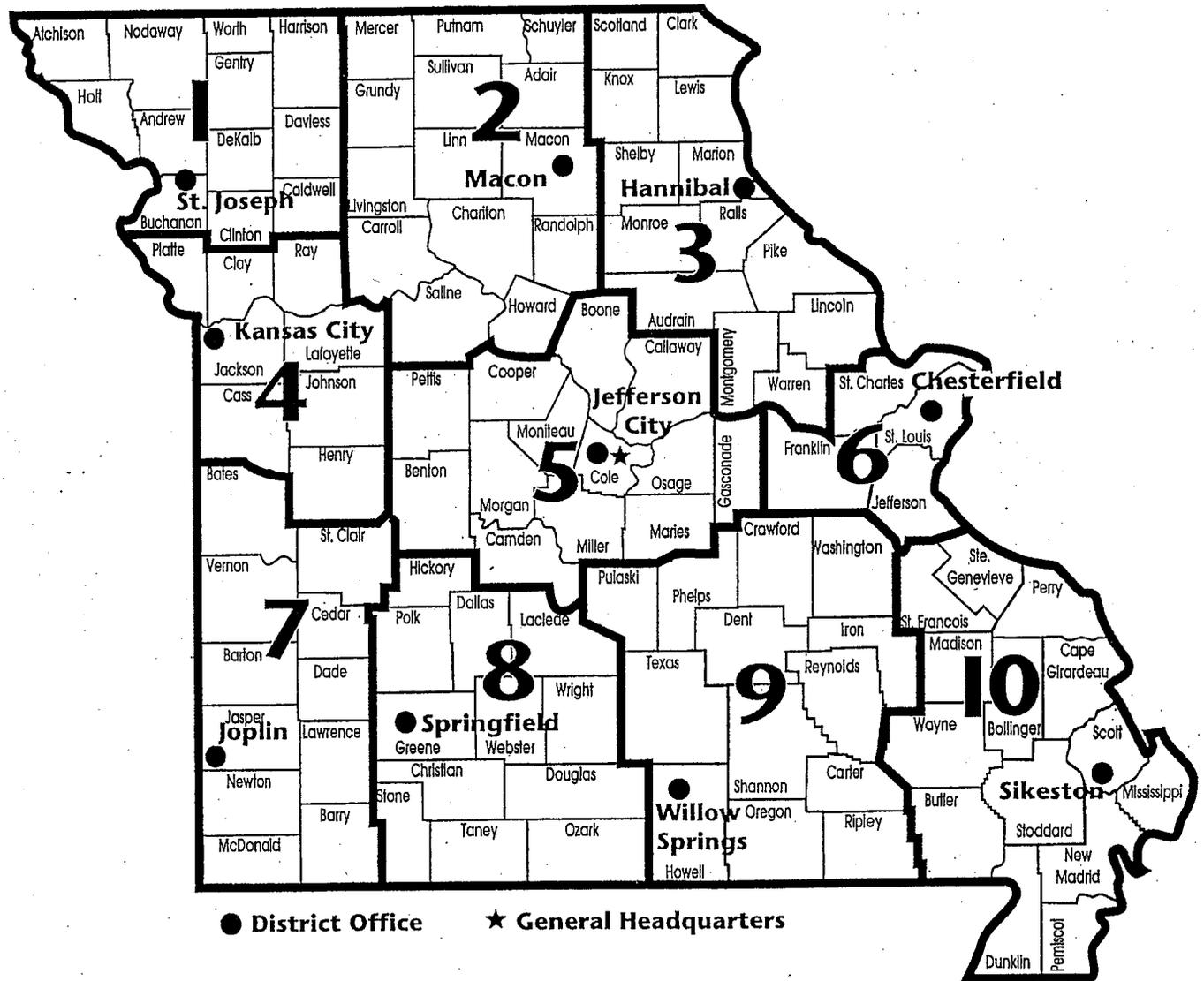
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Missouri Department of Transportation District Outline Map



● District Office ★ General Headquarters

COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair	2	Cedar	7	Greene	8	Linn	2	Ozark	8
Andrew	1	Chariton	2	Grundy	2	Livingston	2	Pemiscot	10
Atchison	1	Christian	8	Harrison	1	McDonald	7	Perry	10
Audrain	3	Clark	3	Henry	4	Macon	2	Pettis	5
Barry	7	Clay	4	Hickory	8	Madison	10	Phelps	9
Barton	7	Clinton	1	Holt	1	Maries	5	Pike	3
Bates	7	Cole	5	Howard	2	Marion	3	Platte	4
Benton	5	Cooper	5	Howell	9	Mercer	2	Polk	8
Bollinger	10	Crawford	9	Iron	9	Miller	5	Pulaski	9
Boone	5	Dade	7	Jackson	4	Mississippi	10	Putnam	2
Buchanan	1	Dallas	8	Jasper	7	Moniteau	5	Ralls	3
Butler	10	Daviss	1	Jefferson	6	Monroe	3	Randolph	2
Caldwell	1	Dekalb	1	Johnson	4	Montgomery	3	Ray	4
Callaway	5	Dent	9	Knox	3	Morgan	5	Reynolds	9
Camden	5	Douglas	8	Laclede	8	New Madrid	10	Ripley	9
Cape Girardeau	10	Dunklin	10	Lafayette	4	Newton	7	St. Charles	6
Carroll	2	Franklin	6	Lawrence	7	Nodaway	1	St. Clair	7
Carter	9	Gasconade	5	Lewis	3	Oregon	9	St. Francois	10
Cass	4	Gentry	1	Lincoln	3	Osage	5	St. Genevieve	10
								Stoddard	10
								Taney	8
								Texas	9
								Vernon	7
								Warren	3
								Washington	9
								Wayne	10
								Webster	8
								Worth	1
								Wright	8



PRICING SHEETS

ITEM #1, Concrete for General Use by Maintenance Personnel

Concrete ready mix shall meet Specification Sections 501 and 1000 of the MO Standard Specifications for Hwy Construction, 2004. As requested, percent calcium chloride accelerator added mix not to exceed 2% of weight of cement.

Please bid by Plant locations per county.

With Percent Calcium Chloride Accelerator

Counties	Unit price with 1% Cal. Chloride	Unit price with 1.5% Cal. Chloride	Unit price with 2% Cal. Chloride
Benton			
Boone			
Camden			
Callaway			
Cole			
Cooper			
Gasconade			
Maries			
Miller			
Moniteau			
Morgan			
Osage			
Pettis			

Comments: _____



ITEM #2. Concrete for Pavement Repair

Concrete ready mix shall meet Specification Sections 501, 1000 and specifically section 613.10.2.3 for the MO Standard Specifications for Hwy Construction, 2004. As requested, percent calcium chloride accelerator added mix not to exceed 2% of weight of cement. Unit of Measure shall be by the 'Cubic Yard'.

Please bid by Plant locations per county.

With Percent Calcium Chloride Accelerator

Counties	Unit price with 1% Cal. Chloride	Unit price with 1.5% Cal. Chloride	Unit price with 2% Cal. Chloride
Benton			
Boone			
Camden			
Callaway			
Cole			
Cooper			
Gasconade			
Maries			
Miller			
Moniteau			
Morgan			
Osage			
Pettis			

Comments: _____



ITEM #3, Concrete for Bridge Deck Repair

Concrete ready mix shall meet Specification Sections 501, 1000, and specifically, sections **501.10.2** and **613.10.2.3** for the MO Standard Specifications for Hwy Construction, 2004. As requested, percent calcium chloride accelerator added mix not to exceed 2% of weight of cement. Unit of Measure shall be by the 'Cubic Yard'.

Please bid by Plant locations per county.

With Percent Calcium Chloride Accelerator and (Fibers)

Counties	Unit price with 1% Cal. Chloride	Unit price with 1.5% Cal. Chloride	Unit price with 2% Cal. Chloride
Benton			
Boone			
Camden			
Callaway			
Cole			
Cooper			
Gasconade			
Maries			
Miller			
Moniteau			
Morgan			
Osage			
Pettis			

Comments: _____



ITEM #4, Special Concrete Requirements

Concrete ready mix shall meet Specification Sections 501, 1000 and 613 for the MO Standard Specifications for Hwy Construction, 2004, **except this revision for concrete to be 8 ½ bag, air entrained mix.**

Please bid by Plant locations per county.

With Percent Calcium Chloride Accelerator and (Fibers)

Counties	Unit price with 1% Cal. Chloride	Unit price with 1.5% Cal. Chloride	Unit price with 2% Cal. Chloride
Benton			
Boone			
Camden			
Callaway			
Cole			
Cooper			
Gasconade			
Maries			
Miller			
Moniteau			
Morgan			
Osage			
Pettis			

Comments: _____



The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.

BIDS TO BE MAILED TO:

Missouri Department of Transportation
General Services Division
1511 Missouri Blvd.
Jefferson City, Missouri 65102

Clearly marked
Bid Request No. Q5-07-030

FIRM _____

STREET _____

CITY _____

COUNTY _____

STATE _____ ZIP _____

TELEPHONE _____

PRINT NAME _____

Signature _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

) SS.

COUNTY OF _____)

_____ being first

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

of _____

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires _____

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.

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

- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

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Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the listed MoDOT Specifications and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue–Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on the basis using the "lowest and best" principle of award per County by line item.

Delivery – Additional Requirements

a.

The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

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

Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price.

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Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.