

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
1320 CREEK TRAIL DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	2-100511AS		
DATE	April 22, 2010		
PAGE NO.	1	NO. OF PAGES	24

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

1:00 PM, CDT, May 11, 2010

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

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

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Locations as Shown on Attachment

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Angela Sutton, Procurement Agent	BUYER TELEPHONE:	(573) 526-7929
BUYER EMAIL:	Angela.Sutton@modot.mo.gov		

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide **Sodium Chloride (Winter Pre-fill)**. Sealed bids will be accepted to supply sodium chloride as described in this bid. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

Please list name and source of supply: _____

*****NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB process.**

**The bidder must use the firm name under which he/she is registered to do business in the State of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. Failure to use the correct firm name on all bid documents will result in delaying the contract award.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

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

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

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*******IMPORTANT, PLEASE READ THE FOLLOWING!*******

- The successful vendor will be required to enter into a written contract with the Missouri Department of Transportation. The vendor agrees to accept the terms and conditions as stated in this bid.

—This solicitation, bid response and any amendments shall be incorporated into the written contract.

—No contract shall be considered to have been entered into by MoDOT until all required signatures, certifications and insurance have been rendered and a written contract has been signed by the successful vendor.

- **The successful vendor shall not commence work until all the insurance required by this section has been obtained.**

—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.

—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:

- a. 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;
- b. 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;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

- **ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL:** Bidders have the option to accept the provision for Price Adjustment for Fuel as stated in Section 6, Page 4. The bidder must mark the box below for those if they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

I accept the provision to allow price adjustments for fuel.

I do not accept the provision to allow price adjustments for fuel.

- **LIMIT OF SALT:** Bidders may limit the total quantity of salt, which they will accept under this proposal by so specifying herein. The Commission reserves the right to award contracts in such a manner as is most advantageous to the Commission. **IF THE BIDDER DESIRES TO LIMIT THE AMOUNT OF SALT ORDERS WHICH HE/SHE WILL ACCEPT UNDER THIS BID, THE FOLLOWING MUST BE COMPLETED:**

The maximum amount of salt which I will accept award of under this bid is: _____ TONS.

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1. Introduction

- 1.1 This solicitation seeks bids from qualified organizations to provide Sodium Chloride throughout the state of Missouri with an effective contract period from the Notice to Proceed through October 31, 2010, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as MoDOT. Sodium Chloride must be delivered to the maintenance or storage facilities in each county within each district for snow and ice control before the 2010/2011 winter season begins.
- 1.2 To accomplish on time deliveries, a cooperative effort between selected salt suppliers, haulers and MoDOT personnel is expected.

2. Quantities

- 2.1 The quantities identified in the Pricing Pages are to fill storage facilities prior to the start of the winter season.
- 2.2 MoDOT will issue purchase orders or Notice to Proceed for this material. MoDOT will accept delivery of this material prior to October 31, 2010.

3. Delivery

- 3.1 Truckload quantities shall be ordered and delivered to various MoDOT maintenance facilities as identified by each purchase order.
- 3.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 3.3 Salt delivered to storage domes shall be dumped inside the dome for as long as it is practicable to do so. All other loads shall be dumped into conveyors or in a neat pile on the pad adjacent to the salt storage facility. All dumping shall be as directed by MoDOT personnel. MoDOT personnel will be responsible for stacking material inside the storage facility.
- 3.4 Bottom dumps may be permitted if the material can be discharged within the confined area of the storage facility or salt pad. The cost of unloading shall be included in the unit bid price. Authorization must be obtained by the District Engineer or the engineer's representative prior to the use of bottom dumps.
- 3.5 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the vendor or hauler and the appropriate MoDOT district office.
- 3.6 The Pre-fill salt tonnage shall be delivered by October 31, 2010; therefore, suppliers and haulers must start planning and delivering salt in ample time after the award of this contract to ensure compliance with the mandatory completion date.
- 3.7 To ensure delivery by the completion date, MoDOT will issue delivery orders by July 31, 2010, unless otherwise indicated by the district.
- 3.8 The supplier (or hauler) shall give the appropriate District Office or other designated contact person(s) at least twenty-four (24) hours notice prior to making delivery to a maintenance facility.
- 3.9 The bidder is advised that the legal weight limits allowed on State highways will be enforced. In the event an overweight load is delivered to a MoDOT facility, MoDOT will pay for only that portion of the load, which is within the legal weight limit. The supplier must deduct overweight tonnage amounts from invoices.
- 3.10 Each delivery vehicle shall have a waterproof covering over the salt.

MHTC reserves the right to reject any and all bids for any reason whatsoever.

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4. Specifications

- 4.1 Sodium Chloride will be used by MoDOT to remove snow and ice from the roadway surface. This material shall meet the enclosed MoDOT specification designated as MGS-92-05F.
- 4.2 Deliveries that do not meet specifications for gradation, sodium or moisture content may be accepted at the District's discretion. The District Engineer or the engineer's representative shall have final acceptance or rejection authority.
- 4.3 Accepted deliveries that do not meet specifications for gradation, sodium or moisture content shall be invoiced and paid at a ten percent (10%) reduction of awarded bid price.
- 4.4 It will be the responsibility of the supplier to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate for snow and ice removal operations by MoDOT, and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.
- 4.5 All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

5. Liquidated Damages

- 5.1 In the event the vendor fails to complete delivery of the guaranteed quantities by October 31, 2010, the vendor shall be subject to liquidated damages.
- 5.2 In the event the vendor fails to make the delivery within the allotted time, a deduction of 1% of the contract price per ton may be made for each day of delay, up to a maximum of 30% of the contract price for the material. Liquidated damages will only be applied to the undelivered portion of the order.
- 5.3 Should the vendor fail to make deliveries in accordance with these Terms, MoDOT may, after notifying the vendor, purchase an acceptable product on the open market.
 - a. The liquidated damages for delayed delivery will continue for the first vendor until the product purchased on the open market is delivered or the maximum amount of liquidated damages has been assessed, whichever occurs first.
 - b. MoDOT reserves the right to cancel any tonnage not delivered by the vendor within the agreed time frame.
 - c. If the provisions of this section must be enacted, the contracted vendor shall be assessed any difference in price between the open market price and the contracted price.
- 5.4 All deductions for late delivery will be made from payments due the vendor. In no event shall the total deduction for late delivery exceed 30% of the contract price. The supplier must deduct liquidated damage amounts from invoices.
- 5.5 Any vendor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.
- 5.6 The vendor may be ineligible to receive awards on any future bids or contracts until reimbursement has been completed for liquidated damages or other cost incurred by the Commission due to said vendor non-performance.
- 5.7 Nothing in the contract shall be construed as to relieve the supplier from responsibilities for delivery or the assessment of liquidated damages thereof.

6. Price Adjustment for Fuel

- 6.1 A price adjustment for fuel, if agreed upon by the bidder, will be made based upon the average price of Ultra Low Sulfur Diesel (ULSD) as reported by Platt's Oilgram – PAD 2 – St. Louis Area. The first day of the month (excluding Saturdays, Sundays and holidays) in which the salt bids are advertised will be used to establish the "Starting Fuel Index" for the duration of the contract. The Starting Fuel Index for this contract is the price posted for April 1, 2010, which was \$2.31 per gallon.

MHTC reserves the right to reject any and all bids for any reason whatsoever.

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- 6.2 MoDOT will, on the first day of each month (excluding Saturdays, Sundays and holidays) determine the “Monthly Fuel Index” of ULSD from the price index as reported by Platt’s Oilgram – PAD 2 – St. Louis Area, which will apply to all payment invoices for salt delivered during that month regardless of the type of fuel used. If the price of fuel increases or decreases \$0.10 per gallon, the price of salt will increase or decrease \$0.10 per ton accordingly. Adjustments will be made in \$0.10 increments.
- 6.3 The “Monthly Fuel Index” can be found on MoDOT’s website, www.modot.gov, under BUSINESS>CONTRACTOR RESOURCES>BID OPENING INFORMATION>GENERAL INFORMATION.
- 6.4 Fuel price adjustments must be shown as a separate line item on each invoice.
- 6.5 If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the bid proposal on page 2. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

7. Bid Submission

- 7.1 Each bid must be mailed or hand-delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 1320 Creek Trail Drive, no later than **1:00 PM, CDT, May 11, 2010**.

PLEASE NOTE PHYSICAL ADDRESS CHANGE BELOW.

RFB Coordinator:
Ms. Angela Sutton, Procurement Agent
Missouri Department of Transportation
1320 Creek Trail Drive; Jefferson City, MO 65109
P.O. Box 270; Jefferson City, MO 65102
PHONE: (573) 526-7929; FAX: (573) 526-1218

- 7.2 All bids must be received in a sealed package clearly marked “**Sodium Chloride – Winter Prefill**”

7.3 Bid Guaranty/Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- 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.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

MHTC reserves the right to reject any and all bids for any reason whatsoever.

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- 7.4 Bids will be reviewed to determine if it complies with the mandatory requirements and to determine the lowest and responsive bid.
- 7.5 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
- 7.6 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “Item-By-Item” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- 7.7 **Open Competition/Request for Bid Document**
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

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PRICING PAGE

The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

DISTRICT 1

		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
1	ANDREW	1500		
2	ATCHISON	1000		
3	BUCHANAN	6900		
4	CALDWELL	700		
5	DAVISS	950		
6	DEKALB	5100		
7	GENTRY	1000		
8	HARRISON	4500		
9	HOLT	3400		
10	NODAWAY	1800		
TOTAL TONS:		26,850	D1 TOTAL	\$

DISTRICT 2

		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
11	ADAIR	1200		
12	CARROLL	625		
13	CHARITON	300		
14	GRUNDY	500		
15	HOWARD	500		
16	LINN	800		
17	MACON	1000		
18	MERCER	1000		
19	PUTNAM	1200		
20	RANDOLPH	500		
21	SALINE	600		
22	SCHUYLER	1300		
23	SULLIVAN	1400		
TOTAL TONS:		10,925	D2 TOTAL	\$

DISTRICT 3

		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
24	AUDRAIN	315		
25	CLARK	1155		
26	KNOX	1030		
27	LEWIS	1030		
28	LINCOLN	1390		
29	MARION	3185		
30	MONROE	1310		
31	MONTGOMERY	1125		
32	PIKE	2565		
33	RALLS	365		
34	SCOTLAND	875		
35	SHELBY	850		
36	WARREN	475		
TOTAL TONS:		15,670	D3 TOTAL	\$

DISTRICT 5

		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
37	BENTON	1300		
38	BOONE	3810		
39	CALLAWAY	2660		
40	CAMDEN	1750		
41	COLE	4825		
42	COOPER	2325		
43	GASCONADE	1625		
44	MARIES	150		
45	MILLER	1650		
46	MONITEAU	900		
47	MORGAN	3450		
48	OSAGE	2900		
49	PETTIS	2400		
TOTAL TONS:		29,745	D5 TOTAL	\$

NOTE: D5 Quantities for Boone and Callaway Counties include quantities ordered for Boone and Callaway Counties in District 3.
D3 Boone County - 135 tons D3 Callaway County - 535 tons

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PRICING PAGE (continued)

DISTRICT 6

		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
50	ST. CHARLES	600		
51	ST. LOUIS	2400		
52	ST. LOUIS CITY	2000		
TOTAL TONS:		5,000	D3 TOTAL	\$

NOTE: D6 Quantities for St. Charles County includes quantities ordered for St. Charles County in District 3.

D3 St. Charles County - 810 tons

DISTRICT 7

		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
53	BARRY	560		
54	BARTON	215		
55	BATES	410		
56	CEDAR	875		
57	DADE	50		
58	JASPER	3550		
59	LAWRENCE	125		
60	MCDONALD	450		
61	NEWTON	400		
62	ST. CLAIR	575		
63	VERNON	2640		
TOTAL TONS:		9,850	D5 TOTAL	\$

DISTRICT 8

		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
64	CHRISTIAN	750		
65	DALLAS	1000		
66	DOUGLAS	1325		
67	GREENE	2900		
68	HICKORY	525		
69	LACLEDE	2800		
70	OZARK	725		
71	POLK	1600		
72	STONE	350		
73	TANEY	1525		
74	WEBSTER	1175		
75	WRIGHT	2150		
TOTAL TONS:		16,825	D5 TOTAL	\$

DISTRICT 10

		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
76	BUTLER	50		
77	PEMISCOT	250		
78	ST. FRANCOIS	700		
79	STODDARD	200		
80	WAYNE	100		
TOTAL TONS:		1,300	D5 TOTAL	\$

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COOPERATIVE PROCUREMENT

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

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

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

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

YES _____

NO _____

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

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor must complete the appropriate sections of this form and submit with their bid.)

Sodium Chloride PreFill

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation
Commission**) in the penal sum of:

Dollars

(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and
Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation
Commission for furnishing **Sodium Chloride** as set out in the proposal to which this bond is attached.

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

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

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

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

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 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 SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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.



SODIUM CHLORIDE MGS-92-05F

1.0 SCOPE. This specification covers sodium chloride, obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other) for use as a de-icer for maintenance purposes.

2.0 MATERIAL.

2.1 Chemical Composition. The minimum percent sodium chloride (NaCl) shall be as follows for the material ordered, when tested in accordance with MoDOT [Test Method T32](#) included in Annex A of this specification.

<u>Name</u>	<u>Minimum % NaCl</u>
95% Sodium Chloride	95

2.2 Gradation. The gradation shall conform to the following requirements:

<u>Sieve Size</u>	<u>Percent Passing (by weight)</u>
1/2 inch	100
3/8 inch	95 - 100
No. 4	15 - 95
No. 8	5 - 65
No. 30	0 - 15

2.3 Condition. The sodium chloride shall arrive at the delivery point in a free-flowing and usable condition.

2.4 Moisture. The moisture content at the delivery point shall not exceed 2.0 percent based on dry weight.

2.5 Foreign Material. Sodium chloride shall be relatively free from any foreign material at the delivery point. Residue from truck beds such as coke, grain, or other materials not germane to sodium chloride will be cause for rejection. Any oversize foreign material will result in immediate rejection.

3.0 PACKAGING.

3.1 The sodium chloride shall be delivered in bulk lots.

3.2 The supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket to be delivered to the Missouri Department of Transportation personnel prior to unloading, showing the following information regarding the shipment:

- (a) Consignee.
- (b) Destination.
- (c) Type of Material (including the percent Sodium Chloride).
- (d) Purchase Order Number.
- (e) Truck number and weights of truck before and after loading.

- (f) Date loaded.
- (g) Name and Location of the Source.
- (h) A Certification Statement.

3.2.1 The certification statement shall be signed by an authorized representative of the Supplier and substantially as follows:

"This certifies that the Sodium Chloride in this shipment complies with Missouri Department of Transportation specifications and the weights shown hereon were obtained on scales approved by and/or certified by the State of Missouri and are correct within the specified scale requirements."

3.2.2 The requirements for platform scales for weighing Bulk Sodium Chloride are shown in Annex B of this specification.

4.0 ACCEPTANCE.

4.1 A lot shall consist of that quantity of material ordered for delivery to one location at one time. It shall be sampled and tested prior to intermixing with material on hand.

4.2 Acceptance of the material will be based on satisfactory compliance with this specification as determined by samples and inspection deemed necessary by the engineer at the delivery site.

4.3 If samples fail to meet the material requirements on the basis of an initial sample, two additional samples shall be taken from the lot and tested. Both of the additional samples must meet the requirements, or the lot will be rejected.

4.4 The department will not accept loads which exceed the legal limits. Overweight loads that are emptied before rejection will have the tonnage in excess of the legal weight deducted from the invoice.

4.5 In addition to other requirements, 95% Sodium Chloride material shall be specifically delivered to a location designated by receiving personnel, and any contamination with existing lower percentage sodium chloride salt as a result of delivery will be cause for rejection or payment at the lower sodium chloride content salt rate, at the department's option.

ANNEX A

TEST METHOD MODOT T32

DETERMINATION OF PURITY OF SODIUM CHLORIDE

1.0 SCOPE. This method describes a procedure for determining the percent sodium chloride in commercial grades of sodium chloride.

2.0 REAGENTS AND APPARATUS.

- 2.1 Millivolt meter equipped with a combination chloride electrode.
- 2.2 Nitric Acid (HNO_3), chloride free, 1.42 specific gravity.
- 2.3 Sodium Chloride (NaCl), Reagent Grade, dried at 105-110C for 1 hour prior to use.
- 2.4 Silver Nitrate (AgNO_3), Reagent Grade.
- 2.5 A source of chloride-free distilled or deionized water.

3.0 PREPARATION OF STANDARD SOLUTIONS.

- 3.1 Standard Sodium Chloride Solution (0.0100N). Weigh 0.5844 g dried NaCl , dissolve in distilled water and dilute to 1L.
- 3.2 Standard Silver Nitrate Solution (0.01N). Weigh 1.699 g AgNO_3 , dissolve in distilled water and dilute to 1L. Standardize to the nearest 0.0001 N against 0.0100 N NaCl .

4.0 PROCEDURE.

- 4.1 Using a suitable sample splitting technique, divide the salt, as received, to obtain a representative sample of about 75 g. Grind the entire 75 g sample to pass a No. 50 mesh sieve, dry at least 3 hours at 105-110C and cool to room temperature in a desiccator. Weigh the sample to the nearest 0.1 mg and transfer to a 1000-mL beaker. Add approximately 500 mL of distilled water and 20 mL of HNO_3 . Heat near boiling 1 hour, occasionally stirring and crushing any insoluble matter against the bottom of the beaker with the flattened end of a stirring rod. Cool to room temperature, quantitatively transfer to a 1000-mL volumetric flask and dilute to volume with distilled water. Transfer a 10-mL aliquot to a 1000-mL volumetric flask and dilute to volume with distilled water.
- 4.2 Transfer a 10-mL aliquot to a 250-mL beaker, adding 90 mL of distilled water and 1 mL of HNO_3 . Determine the chloride concentration by potentiometric titration with the standard silver nitrate solution.

5.0 CALCULATION AND REPORT.

5.1 Report percent sodium chloride to the nearest 0.1% as follows:

$$\% \text{ Sodium Chloride (NaCl)} = \frac{A \times C \times 584.5}{D} \times 100$$

Where:

A = Milliliters of AgNO₃ solution to titrate sample

C = Normality of AgNO₃ solution

D = Grams of sample

ANNEX B

**SPECIFICATIONS FOR PLATFORM SCALES
FOR WEIGHING BULK SODIUM CHLORIDE**

1.0 Equipment for weighing of bulk Sodium Chloride shall consist of accurate and reliable platform scales approved by the Missouri Department of Transportation.

2.0 Calibration shall be to within an accuracy of 0.4 percent of the load applied, 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.

3.0 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.

4.0 Scales shall have been calibrated within the six month period immediately prior to any material being delivered or any time the Missouri Department of Transportation's representative has cause to question the accuracy of the scale. A scale acceptance shall be based on one of the following:

(a) A valid certification or seal of approval by the Division of Weights and Measures of the Missouri Department of Agricultural will be acceptable.

(b) 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 will be acceptable.

(c) Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The Supplier shall furnish the certification of calibration to the Missouri Highway and Transportation Department's representative.

4.1 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.

4.2 Verification of a platform scale may be required of a hauling unit on another recently calibrated and certified scale.

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

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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.
- g. 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

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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.

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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- 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.

Executive Order

- a. 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.

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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. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. 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.
- 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.

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- 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 of 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

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.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- b. 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

- c. 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**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

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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 per ton.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

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.