BID FORM

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

REQUEST NO.	2-120626RW1
DATE	June 8, 2012

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

2:00 PM, CDT, June 26, 2012

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

QUOTATIONS 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

BUYER:	Robin Warren, Sr. General Services Specialist	**BUYER TELEPHONE:**	(573) 526-7929
BUYER EMAIL:	Robin.Warren@modot.mo.gov		

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide **Sodium Chloride (Winter Replenishment)**. 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.**

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

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

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

- **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*. 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.

- **CONTRACTING/SUBCONTRACTING GOAL**:

  The Missouri Department of Transportation has a goal of contracting or subcontracting with companies owned by individuals who are minority, women, disadvantaged or have disabilities (M/W/DBE). Vendors are encouraged and urged, but not mandated, to utilize certified subcontractors in the delivery of salt.

  Vendors are requested to complete a utilization plan indicating planned use of M/W/DBE vendors, if applicable. Submission of compliance reports relating to the implementation of and adherence to the utilization plan may be requested during the contract period.

1. Introduction

1.1 This solicitation seeks bids from qualified organizations to provide Sodium Chloride for emergency purposes throughout the state of Missouri with an effective contract period from November 1, 2012 through April 30, 2013, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as MoDOT. Performance thresholds will permit the vendor and MoDOT personnel to work in a cooperative effort to ensure that a minimum salt inventory is maintained at each delivery location during the winter season.

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 estimates only. The successful bidder may be requested to furnish more or less than the estimated quantity, depending on the severity of the winter season.

2.2 MoDOT reserves the right to limit the tonnage of salt awarded to any one bidder taking into consideration the vendor's stipulated maximum capacity to deliver.

2.3 Bidders are encouraged to enter pricing for counties that do not have an estimated need. These prices will be used to establish a pricing schedule for unexpected demand during the winter season.

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 are acceptable 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 Saturdays, Sundays or Holidays, unless a mutual agreement has been reached between the vendor or hauler and the appropriate MoDOT district representative.

3.6 Salt order deliveries shall be completed within fifteen (15) calendar days after the order is placed with the supplier. If the fifteenth calendar day is a Saturday, Sunday or Holiday, the delivery shall be accomplished on the next normal workday.

3.7 The supplier (or hauler) shall give the appropriate District representative or other designated contact person(s) at least twenty-four (24) hours notice prior to making delivery to a maintenance facility.

3.8 In the event the vendor does not expect to meet the contract delivery date and time requirements, the ordering district should be notified of the delay. The vendor may request delivery times not normally allowed under the terms of this contract when situations warrant. Any changes in scheduled deliveries must be approved by MoDOT.

3.9 MoDOT reserves the right to prioritize delivery orders sent to vendors to supply those locations that have the most critical need.

a. Should a critical need arise with existing orders held by the vendor and are in the shipping process, MoDOT reserves the right to reprioritize the shipping order.
b. The vendor shall be given the location(s) and the corresponding orders that will be interrupted or suspended and the location(s) that will require expedited delivery.
c. The District Engineer or the engineer's representative will assume the responsibility of directing the vendor to the specific locations for delivery within their district. Central Office Maintenance personnel will assume the responsibility of directing the vendor to the specific location(s) for delivery on a statewide level amongst the districts. The vendor will be responsible for conveying this directive to their terminal manager and to the trucking company.
d. After the critical needs are met, the vendor shall be notified by MoDOT to resume interrupted or suspended orders. Due dates for suspended orders shall be adjusted accordingly to allow the appropriate amount of days for delivery.

3.10 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.

3.11 Each delivery vehicle shall have a waterproof covering over the salt.

4. Specifications

4.1 This request is for the procurement of Sodium Chloride (Rock Salt) to be used by MoDOT to remove snow and ice from the roadway surface. The 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 Salt requested for delivery after November 1 may be subject to liquidated damages, at the discretion of the District Engineer or the engineer's representative, if delivery is not completed within fifteen (15) calendar days from the date of order. The supplier and requesting district may agree upon alternate dates.

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 normal working 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.

a. For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the 15-day delivery period.
b. For an order placed after 9:00 a.m. on a given day, the following day would be considered as the first calendar day of the 15-day delivery period.

5.3 Should the vendor fail to deliver 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 bidder 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 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 May 1, 2012, which was $3.39 per gallon.

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. Invoicing and Payment Requirements

7.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

7.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

7.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

7.4 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 upon request.

7.5 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.

7.6 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.

7.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

8. Bid Submission

8.1 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 no later than **2:00 p.m., CDT, June 26, 2012**.

RFB Coordinator:
Robin Warren, Sr. General Services Specialist

Missouri Department of Transportation
General Services – Procurement

P.O. Box 270, Jefferson City, MO 65102 **(Mailing Address)**

830 MoDOT Drive, Jefferson City, MO 65109 **(Physical Address)**

PHONE: (573) 526-7929; FAX: (573) 526-1218

8.2 All bids must be received in a sealed package clearly marked "**Sodium Chloride – Winter Replenishment"**

8.3 **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.

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

8.5 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.

8.6 **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.

MISSOURI DEPARTMENT OF TRANSPORTATION
Sodium Chloride (Rock Salt) Winter Replenishment

Request No. 2-120626RW1

PRICING PAGES

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.

Northwest District		**QTY (Tons)**	**PRICE PER TON**	**EXTENDED TOTAL**
ITEM	**COUNTIES**			
1	ANDREW	100		
2	ATCHISON	200		
3	BUCHANAN	500		
4	CALDWELL	100		
5	CARROLL	100		
6	CHARITON	100		
7	CLINTON	100		
8	DAVIESS	500		
9	DEKALB	100		
10	GENTRY	500		
11	GRUNDY	100		
12	HARRISON	1000		
13	HOLT	500		
14	LINN	100		
15	LIVINGSTON	100		
16	MERCER	100		
17	NODAWAY	200		
18	PUTNAM	100		
19	SULLIVAN	100		
20	WORTH	100		
	TOTAL TONS:	**4,700**	**NW TOTAL**	$

MISSOURI DEPARTMENT OF TRANSPORTATION
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Northeast District		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
21	ADAIR	100		
22	AUDRAIN	100		
23	CLARK	100		
24	KNOX	100		
25	LEWIS	100		
26	LINCOLN	100		
27	MACON	100		
28	MARION	100		
29	MONROE	100		
30	MONTGOMERY	100		
31	PIKE	100		
32	RALLS	100		
33	RANDOLPH	100		
34	SCHUYLER	100		
35	SCOTLAND	100		
36	SHELBY	100		
37	WARREN	100		
	TOTAL TONS:	**1,700**	**NE TOTAL**	$

Kansas City District		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
38	CASS	1000		
39	CLAY	500		
40	JACKSON	1300		
41	JOHNSON	500		
42	LAFAYETTE	500		
43	PETTIS	800		
44	PLATTE	1000		
45	RAY	800		
46	SALINE	800		
	TOTAL TONS:	**7,200**	**KC TOTAL**	$

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Central District		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
47	BOONE	309		
48	CALLAWAY	212		
49	CAMDEN	66		
50	COLE	180		
51	COOPER	106		
52	CRAWFORD	218		
53	DENT	45		
54	GASCONADE	117		
55	HOWARD	77		
56	LACLEDE	132		
57	MARIES	14		
58	MILLER	128		
59	MONITEAU	31		
60	MORGAN	95		
61	OSAGE	150		
62	PHELPS	180		
63	PULASKI	132		
64	WASHINGTON			
	TOTAL TONS:	**2,192**	**CD TOTAL**	$

St. Louis District		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES	-	-	-
65	FRANKLIN	1000		
66	JEFFERSON	1000		
67	ST. CHARLES	1200		
68	ST. LOUIS	1360		
69	ST. LOUIS CITY	1200		
	TOTAL TONS:	**5,760**	**SL TOTAL**	$

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Southwest District		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
70	BARRY			
71	BARTON			
72	BATES			
73	BENTON			
74	CEDAR			
75	CHRISTIAN			
76	DADE			
77	DALLAS			
78	GREENE	1500		
79	HENRY			
80	HICKORY			
81	JASPER	1500		
82	LAWRENCE			
83	MCDONALD			
84	NEWTON			
85	POLK			
86	ST. CLAIR	1500		
87	STONE			
88	TANEY			
89	VERNON	1500		
90	WEBSTER			
	TOTAL TONS:	**6,000**	**SW TOTAL**	$

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Southeast District		QTY (Tons)	PRICE PER TON	EXTENDED TOTAL
ITEM	COUNTIES			
91	BOLLINGER			
92	BUTLER			
93	CAPE GIRARDEAU			
94	CARTER			
95	DOUGLAS			
96	DUNKLIN			
97	HOWELL	300		
98	IRON			
99	MADISON			
100	MISSISSIPPI			
101	NEW MADRID			
102	OREGON			
103	OZARK			
104	PEMISCOT			
105	PERRY			
106	REYNOLDS	100		
107	RIPLEY			
108	SCOTT	600		
109	SHANNON			
110	ST. FRANCOIS			
111	STE. GENEVIEVE	200		
112	STODDARD	300		
113	TEXAS	300		
114	WAYNE	300		
115	WRIGHT			
	TOTAL TONS:	**2,100**	**SE TOTAL**	$

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.)

MISSOURI DEPARTMENT OF TRANSPORTATION
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ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

_____

_____being first duly sworn,

deposes and says that he is _____ of
Title of Person Signing

_____

_____
Name of Bidder

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

By_____

By_____

By_____

Sworn to before me this _____day of _____ 20___.

_____
Notary Public

My Commission Expires _____

Sodium Chloride Replenishment

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.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	**Vendor Contact Information (including area codes):** Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	**Signature:**
For Corporations - State in which incorporated:	**For Others -** State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

M/WBE Name	Percentage of Contract	M/WBE Certifying Agency

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced**.*

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and

b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information	Business Information
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

STANDARD SOLICITATION PROVISIONS

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

b. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

a. In the evaluation of bids, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.

b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written

notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Insurance

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

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

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

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,

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 deicer 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.

Name	Minimum % NaCl
95% Sodium Chloride	95

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

Sieve Size	Percent Passing (by weight)
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.

(d) 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 gsample 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 1000mL 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 1000mL 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 REPO RT.

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

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

Where:

A = Milliliters of $AgNO_3$ solution to titrate sample

C = Normality of $AgNO_3$ 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 indictors, 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.

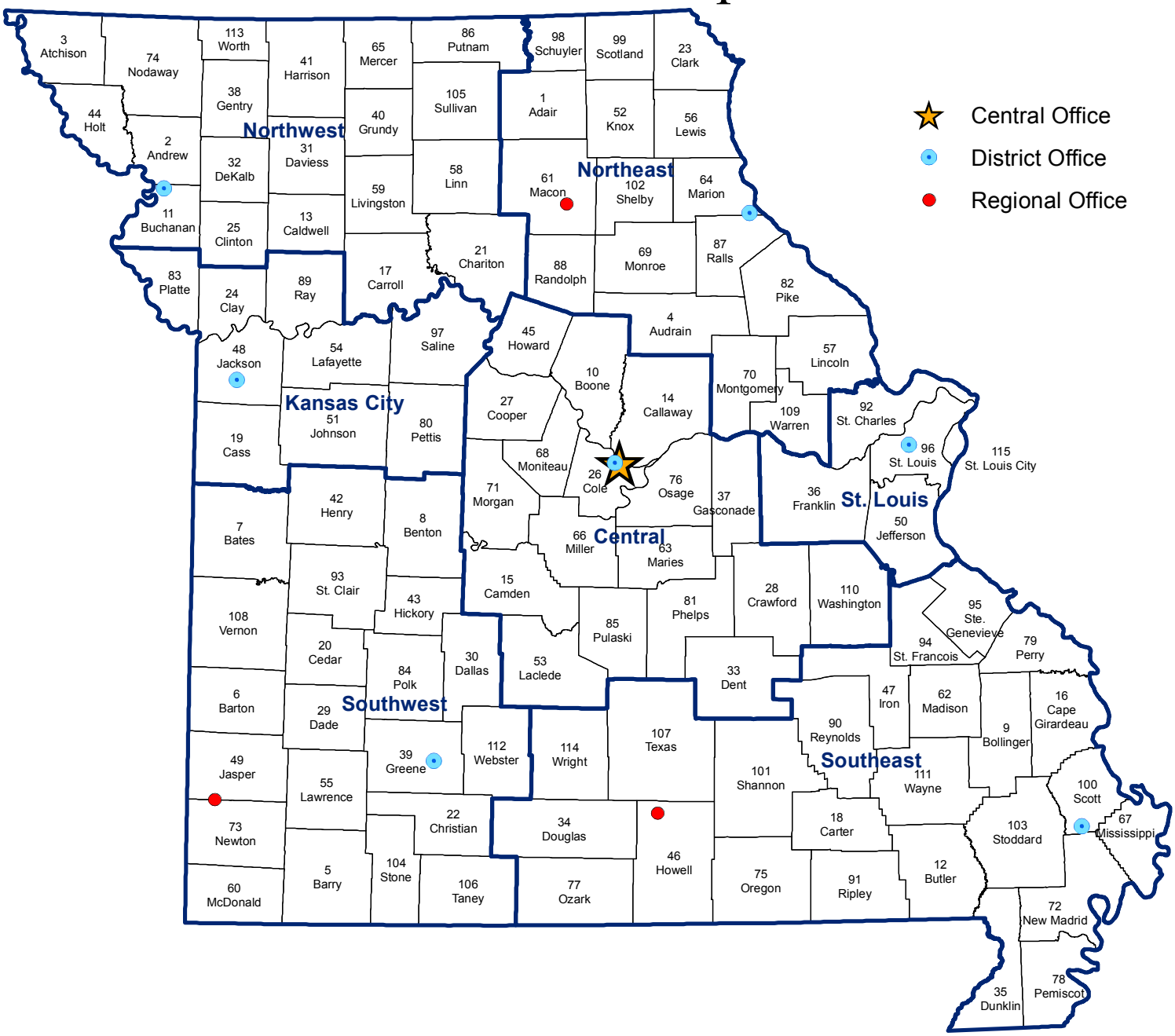
(c) Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The Supplier shall furnish the certification of calibration to the Missouri Highway and Transportation Department's representative.

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.

Missouri Department of Transportation District Map



County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			

6/27/2011