BID FORM

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

REQUEST NO.	5-120716RW
DATE	June 29, 2012

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

2:00 PM, CDT, July 16, 2012

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:	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 services for:
Concrete Slab Reclamation Services

*****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 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.:	_____		_____
Email Address:	_____	**By (Signature):**	_____
	_____	**Type/Print Name**	_____
		Title:	_____

Form E-103 (Rev. 11-04)

1. Introduction

1.1 MoDOT is seeking qualified contractors to perform on-site crushing and screening of concrete slabs from Missouri Highways and Transportation Commission (MHTC) property as indicated in this bid.

2. Quantities

2.1 The estimated quantities are identified in the Pricing Pages.

3. General Requirements

3.1 The Contractor shall provide concrete slab reclamation services for all eligible locations as indicated in this bid. Concrete slabs shall be crushed and screened as outline in this RFB. The contractor is responsible for obtaining all permits necessary for these services.

3.2 The Contractor shall provide all deliverables/services to the sole satisfaction of MHTC.

3.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment and supplies necessary to provide the deliverables/services required herein.

4. Definitions and Terms

4.1 Clean fill is "uncontaminated soil, rock, sand, gravel, concrete, asphaltic concrete, cinder blocks, brick, minimal amounts of wood and metal and inert (nonreactive) solids for fill, reclamation or other beneficial use".

4.2 Minimal means "the smallest amount possible". For example, concrete containing wire mesh or reinforcing rods (rebar) may be used for clean fill if you remove the exposed rebar before use.

4.3 Recovered material are those materials "removed from the waste stream for reuse or to be made into new products". Potentially recoverable materials include clean fill as well as metals, paper, cardboard, asphalt shingles, sheet rock, concrete, lumber and other wood waste, glass, electrical wire, plastics, organics and many others.

5. Specific Requirements

5.1 All work shall be accomplished in a safe manner in accordance with the Missouri Standard Specification for Highway Construction and OSHA standards.

5.2 The material processed consists of concrete slabs that have been removed from a roadway or bridge during repair operations. The concrete slabs are of varying size and shape. The slabs contain wire mesh and rebar.

5.3 The intent of this RFB is to solicit the services of a contractor to crush the slabs and remove the steel wire mesh and reinforcing steel such that the crushed materials can be used as clean fill. The steel removed in the crushing process is to be retained by the MHTC for salvage and/or other uses.

5.4 The finished crushed aggregate product shall consist of the following gradations:

a. Rock Ditch Liner Gradation - Consist of a maximum aggregate size of 3 inches.

b. Drainage Aggregate Gradation – Consist of a maximum aggregate size of 1 ½ inches.

5.5 The concrete slab stockpiles shall be crushed into cubic yard quantities shown in the attached Pricing Pages.

5.6 The finished crushed aggregate materials shall be piled in gradation cone or tent shaped stockpiles at the reclamation site.

5.7 The steel removed by the crushing process shall be free of concrete chunks, but can have small amounts of concrete material adhering to the steel. Small amounts are defined as less than 5% concrete by weight in comparison to the weight of the steel.

5.8 The Contractor shall not enter onto private property during the performance of this contract.

5.9 The Contactor shall repair any damages to MHTC property caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to MHTC.

5.10 The Contractor shall use equipment and perform work in a manner to prevent damages to MHTC infrastructure facilities and all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to MHTC. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor in a timely manner.

5.11 The Contractor shall conduct the work so as not to interfere with the daily activities of the MHTC and any or all employees and personnel located at the reclamation site(s).

5.12 The MHTC reserves the right to inspect the work sites covered by this bid, verify quantities and review operations at any time without advance notification to the Contractor.

6. Measurement

6.1 Measurement for all reclaimed concrete shall be by the cubic yard as determined by a measurement of the gradation piles by the MHTC and calculation of the cubic yards of material in each pile.

6.2 The estimated amount of concrete slabs to be reclaimed under this contract is shown on the individual price sheets, but not guaranteed. The unit price on the individual bid schedules will be used for payment based on the actual pile measurement and cubic yard calculation.

6.3 The Contractor may be requested to crush more or less than the estimated quantity of concrete slabs shown on the price sheets.

6.4 MHTC reserves the right to limit the total amount of reclamation quantities to 150% of the estimated amount of slabs shown on the pricing sheets.

7. Performance Schedule

7.1 The Contractor shall commence contract performance within five (5) working days of receipt of Notice to Proceed. Prior to commencing the on-site concrete slab crushing operations in each District, the Contractor shall, with the MHTC's direction, provide a DISTRICT WORK PLAN showing where operations will begin. The plan shall be updated if changes are made in the operations plan. Work cannot be started until the MHTC has issued a notice to proceed for the work.

7.2 **District Work Plan**: The Contractor will submit a District Work Plan that describes the method, equipment, anticipated production rate and completion date of the work for the District where the work is being performed. Information from the District Work Plan will be used to determine what, if any, liquidated damages will be assessed for not completing the work in the District as approved in the District Work Plan. Should the original amount of concrete slab material be increased or decreased in a given District, the District Work Plan will be updated by the Contractor and MHTC to reflect possible changes to the completion date for that work.

7.3 **Minimum Production Rate**: At a minimum, the Contractor's Work Plan will outline a crushing operation that meets the requirements of this contract that can produce a minimum rate of 100 cubic yards per day, or at a rate approved by the MHTC.

7.4 All activity associated with slab crushing operations shall be performed during normal working hours of 7:00 am to 5:00 pm, local time, unless an alternate work schedule is approved by the MHTC.

7.5 The Contractor may work six days per week, excluding holidays, if approved by the MHTC.

7.6 Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

8. Equipment

8.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms.

9. Payment

9.1 Payment for work completed may be invoiced twice a month. Invoices shall be based on MHTC estimates of the finished material stockpiles. Payment will be based on the unit pricing submitted by the Contractor in the bidding schedule.

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

9.3 Unless otherwise provided for in the solicitation documents, payment for all services required herein shall be made in arrears. The MHTC shall not make any advance deposits.

10. Changes, Additions, Deductions and Extra Work

10.1 Upon proper action the MHTC may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor.

10.2 No extra work shall be done or any obligation incurred except upon written order by the MHTC. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the MHTC shall make an equitable adjustment and modify the contract in writing through the use of a supplemental to the contract.

10.3 The MHTC reserves the right to direct additional services not described in the bid document as changed or unforeseen conditions may require. Such direction by the Commission Representative shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Contractor performing the additional or changed services, or incurring any additional cost therefore.

11. Bid Submission

11.1 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 PM, CDT, July 16, 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

11.2 All bids must be received in a sealed package clearly marked "**Concrete Slab Reclamation Services"**

11.3 **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.

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

11.5 **Cost Determination** – The low bid shall be determined by multiplying the Bidder's firm, fixed prices with the applicable estimated quantity per county.

11.6 **Contract Period** – The contract period shall be from a one (1) year time period from date of contract execution. Upon the approval of both parties, the terms and conditions of this Agreement are renewable for an additional six (6) months from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

11.7 **Contract Award** – The low bid shall be determined by multiplying the Bidder's firm, fixed prices with the applicable estimated quantity per county.

11.8 **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.

12. Pricing Pages

12.1 The Bidder shall provide firm, fixed prices in the attached tables for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated in the tables. The quantities shown *are estimated* for the period specified. MoDOT reserves the right to increase or decrease the quantity as needed and as otherwise noted in the bid documents.

12.2 The Extended Amount is the result of the estimated cubic yards multiplied by the unit price bid for each slab pile location.

12.3 Upon completion of the pricing page for a given District, the bidder should sign where indicated on the bottom of the pricing table.

NOTE ON AWARD: ***The Bidder must bid on all areas within a District in order to be considered for award of that District.***

PRICING PAGE 1 OF 4

Slab Pile Locations – NW DISTRICT	Cubic Yards	Unit Price	Extended Amount
Harrison County, I-35 @ Route 13 Interchange (West Side of I-35)			
Rock Ditch Liner Crushed Quantity Estimate	**1000**	$	$
Carroll County, Route E and Route EE Intersection			
Drainage Aggregate Quantity Estimate	**1600**	$	$
Linn County County, Huron Drive (1/3 mile south of Route 36 @ Route 11)			
Drainage Aggregate Quantity Estimate	**2000**	$	$
Total Bid for Services in NW District			$

Name of the Bidders Firm:_____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

Slab Pile Locations – KC DISTRICT	Cubic Yards	Unit Price	Extended Amount
Lafayette County, Higginsville Junction @ (I-70 and Route 13, NW Outer Road)			
Drainage Aggregate Quantity Estimate	**1050**	$	$
Lafayette County, Odessa Maintenance Lot @ (I-70 and Route 131, NW Outer Road)			
Drainage Aggregate Quantity Estimate	**150**	$	$
Saline County, Marshall Jct. Maintenance Lot @ (1.5 miles north of I-70 on Route 65)			
Drainage Aggregate Quantity Estimate	**2500**	$	$
Saline County, Sweet Springs Maintenance Lot @ (NE Corner I-70 and Route 127)			
Drainage Aggregate Quantity Estimate	**250**	$	$
Platte County, Nashua Maintenance Lot @ (1910 NW Cookingham Drive, Kansas City, MO)			
Rock Ditch Liner Crushed Quantity Estimate	**5600**	$	$
Total Bid for Services in KC District			$

Name of the Bidders Firm:_____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

Slab Pile Locations – CD DISTRICT	Cubic Yards	Unit Price	Extended Amount
Callaway County, Kingdom City Maintenance Lot (I-70 @ Route 54)			
Rock Ditch Liner Crushed Quantity Estimate	**1200**	$	$
Crawford County, Cuba Maintenance Lot (I-44 @ Route UU)			
Rock Ditch Liner Crushed Quantity Estimate	**750**	$	$
Total Bid for Services in CD District			$

Name of the Bidders Firm:_____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

Slab Pile Locations – SL DISTRICT	Cubic Yards	Unit Price	Extended Amount
St. Charles County, (I-70 @ I-64 Interchange)			
Rock Ditch Liner Crushed Quantity Estimate	**100**	$	$
Drainage Aggregate Quantity Estimate	**100**	$	$
Total Bid for Services in SL District			$

Name of the Bidders Firm:_____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

Slab Pile Locations – SE DISTRICT	Cubic Yards	Unit Price	Extended Amount
Pemiscot County, Route J @ (South City Limits of Hayti)			
Drainage Aggregate Quantity Estimate	**300**	$	$
Pemiscot County, I-55 (South Bound 12.6 mile marker)			
Drainage Aggregate Quantity Estimate	**300**	$	$
Dunklin County, Route 153 (0.9 miles from Route 25 & Route 153)			
Drainage Aggregate Quantity Estimate	**250**	$	$
Howell County, Willow Spring Maintenance Lot (1.5 Mile East of Bus 60/63 South Junction)			
Rock Ditch Liner Crushed Quantity Estimate	**450**	$	$
Drainage Aggregate Quantity Estimate	**450**	$	$
Total Bid for Services in SE District			$

Name of the Bidders Firm:_____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

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

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.)

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 _____

Concrete Reclamation Services

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 **Concrete Reclamation Services** 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.

STANDARD SOLICITATION PROVISIONS

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

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. 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 upon request if applicable.

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 $1,000,000 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 $1,000,000 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.

Prohibition Of Employment Of Unauthorized Aliens:

a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

   1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
   2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.

b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Permits, Licenses and Safety Issues

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.

Delivery – Holidays

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

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day

November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

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

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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
b. If MoDOT 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. MoDOT 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.

Liquidated Damages

a. In the event the successful Contractor fails in providing the required deliverables/services within the time specified on the District Work Plan, the Department and the public will sustain damages because of such delay in deliverables/services, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of $150.00 per day, per item,** for each assessable calendar day on which the deliverables/services have not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
b. If the Contractor is allowed to work on Saturdays, as approved by the MHTC, then Saturdays will be an assessable day. If Saturdays are not allowed as work days, then Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
  title business name
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

_____
Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20_____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit
owner or partner business name
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

❑ a United States citizen. ❑ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between $500 and $25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than $5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at $25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

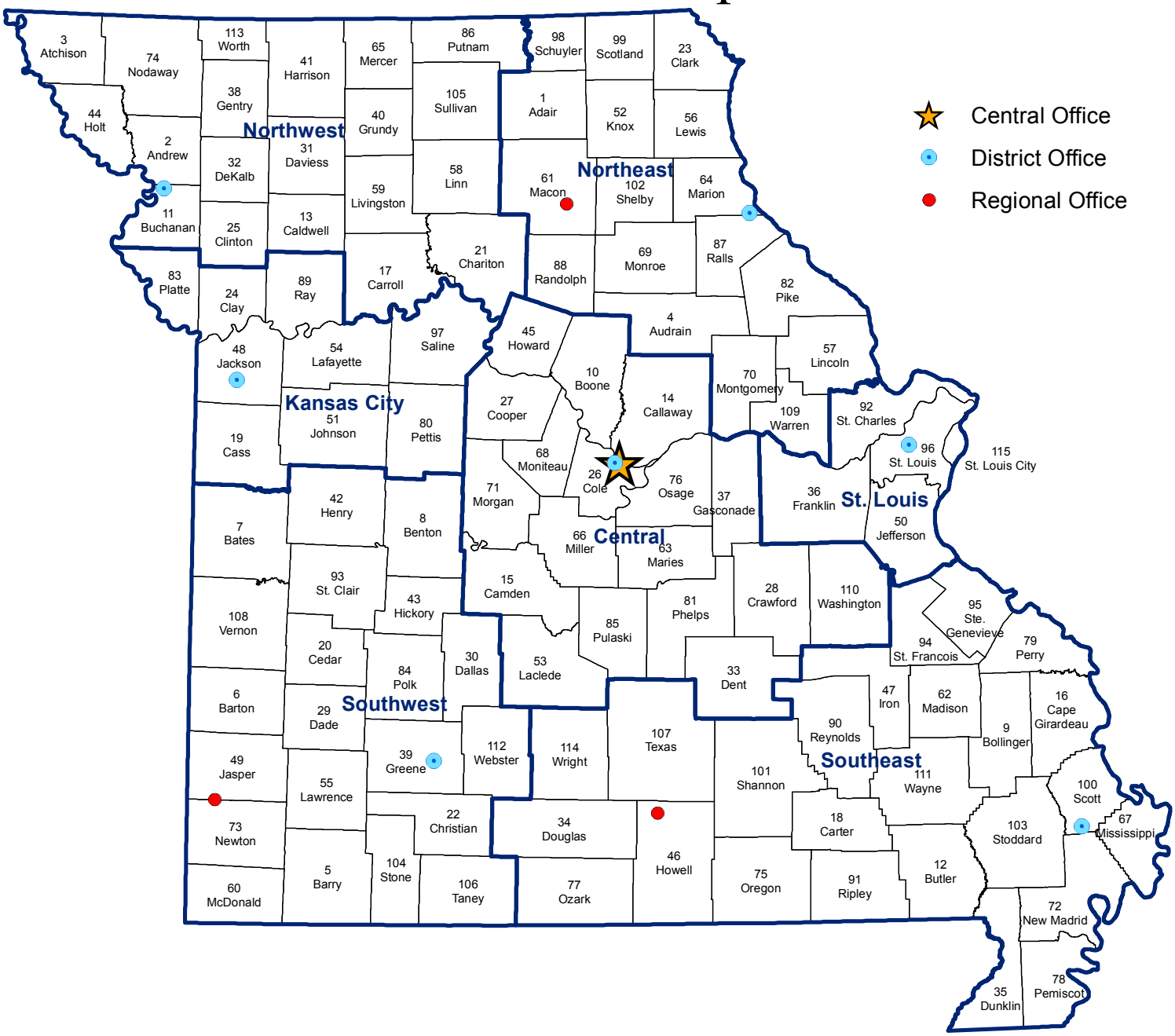
_____ _____
Affiant Signature Affiant's Social Security Number or Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

My commission expires:

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