



**MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION**

REQUEST FOR BID

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

TODAY'S DATE: JUNE 28, 2013	RESPONSES DUE NO LATER THAN: JULY 12, 2013 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE PROJECT LOCATION BELOW)
TO BE COMPLETED BY: SEPTEMBER 20, 2013	REQUEST # NE14-01B-R2 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 No RFB Responses Accepted By Fax
Mailing Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552	Project Location: Missouri Department of Transportation Northeast District Lewis County Route Y	

VENDOR NAME:	(Please enter your company name in this block)
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FURNISHING AND PLACING COLD MIX ASPHALT (COLD MIX PARTIAL OVERLAY)

1.0 DESCRIPTION.

This work shall consist of providing a cold mix bituminous mixture, placing and compacting in one or more courses on a cold mix road as directed by the MoDOT representative. The contractor shall be responsible for the QC of the bituminous mixture, including the design, and control of the quality of the material incorporated into the project. The engineer will be responsible for QA, including testing, to assure the quality of the material incorporated into the project.

2.0 MATERIALS.

2.1 All materials shall conform to Division 1000, Material Details, and specifically as follows:

Item	Section
Aggregate	1004
Asphalt Binder	1015

2.2 **Liquid Bituminous Material.** The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer. The liquid bituminous material shall meet the specifications for one of the following:

- EA 300 Emulsified Asphalt
- CMS-2M Emulsified Asphalt

***NOTE: The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the MoDOT representative.** Material that does not fully comply with these specifications will be rejected. The supplier shall be responsible for the cost and disposal of all rejected material.

2.2.1 **Approval of Source.** The contractor shall obtain approval of the source of liquid bituminous materials from the MoDOT representative before any shipments to the work are made.

2.2.2 Sampling, Testing and Acceptance Procedures. It shall be the responsibility of the supplier to guarantee by certification that the material fully complies with the specification requirements.

3.0 COMPOSITION OF MIXTURE.

3.1 Gradation of Aggregate. The total aggregate, as determined from samples taken immediately prior to mixing with the liquid bituminous material, shall meet the below gradation requirement, when tested in accordance with AASHTO T27.

Grade	Sieve Percent Passing	No.							
		1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	200
1	Stone		100	95-100	65-95	20-55	2-20		0-5
2	Gravel		100	95-100		40-80	15-50	0-30	0-5
3	Chat		100	95-100		45-85	30-60	0-30	0-5

3.2 The composition of the mixture shall conform to the following limits by weight:

Total Mineral Aggregate	94.0 – 96.0%
Cutback Asphalt or Emulsified Asphalt	4.0 – 6.0%

3.3 The percent liquid asphalt is an estimate and may be adjusted by the MoDOT representative to obtain satisfactory field performance of the mixture.

4.0 MIXING PLANT.

4.1 Mixing of liquid bituminous material and aggregate shall be by means of an approved mixer capable of producing a uniform, thoroughly mixed material free from segregation.

4.2 Equipment for heating liquid bituminous material shall meet the approval of the engineer and shall be capable of heating the material to the required temperature without the introduction of moisture, localized overheating or otherwise changing the characteristics of the material. Plant equipment shall include a thermometer that will indicate the temperature of the liquid bituminous material at the time of mixing.

5.0 PREPARATION OF MIX.

5.1 Mixing Time. The mixing time shall be of sufficient length to produce a homogenous mixture, uniform in color. The mixing time will be determined by the engineer and shall uniformly coat the aggregate.

5.2 Drying of Aggregates. Drying of the aggregate by mechanical means or by a rotating fuel oil or gas fired dryer will not be required. Absorption will be based on a representative sample of the crushed material that has been tested in the central laboratory. When using emulsified asphalt, mixing will be permitted when the total moisture in the aggregate does not exceed the limits set out in the following table:

ALLOWABLE TOTAL MOISTURE CONTENT ABSORPTION (MIXING WITH EMULSIFIED ASPHALTS)

0 - 2.1% -----	Absorption + 1%
2.2% - 2.6% -----	3.1%
2.7% - 3.6% -----	Absorption + 0.5%
3.7% - 4.0% -----	4.1%
4.1% + -----	Absorption + 0%

5.3 Mixing Temperature. If the Contractor elects to dry the aggregate by means of a rotating fuel oil or gas fired dryer, the temperature of the aggregate at the time of mixing shall not exceed 200F. The temperature of cutback asphalt at the time of mixing shall be 190F, plus or minus 20F. The temperature of emulsified asphalt at the time of mixing shall be between 100F and 190F.

5.4 CONTROL OF MATERIAL. Aggregate may be proportioned either by weight or by volume.

5.4.1 Proportioning By Volume:

5.4.1.1 Volumetric control of the aggregate feed to the mixer shall be positively controlled by means of a constant speed conveyor and an orifice having an adjustable gate opening capable of being calibrated. The conveyor shall deliver the aggregate to the mixer at a uniform rate and shall not vary more than 2% by weight from the required quantity.

5.4.1.2 The liquid bituminous material shall be proportioned by volume through an approved continuously registering cumulative indicating meter by a pump specifically designed for liquid bituminous material. The pump shall deliver the liquid bituminous material to the mixer at a uniform rate that shall not vary more than 2.0% by weight from the required quantity. The liquid bituminous material shall be sprayed on the aggregate as it is charged into the mixer. The aggregate feeder and the asphalt pump shall be interlocked or synchronized to deliver the proportions as required within the tolerances specified.

5.4.2 Proportioning By Weight:

5.4.2.1 Scales for weighing aggregate may be either the beam or spring-less dial-type and shall be of standard make and design having tolerance not exceeding 0.4% of the indicated weight when tested for accuracy. The total weight of the batch shall be within 2.0% of the desired batch weight. When manual batching methods are used, beam-type scales shall be equipped with a device to indicate that the required load is being approached. Quantity indicators necessary for batching operations shall be in full view of the operator.

5.4.2.2 Satisfactory means, either by metering or weighting, shall be provided to obtain proper quantity of liquid bituminous material. Metering pumps for liquid bituminous material shall deliver to within plus or minus 2.0% of the required quantity when tested for accuracy. Where the quantity of liquid bituminous material is controlled by metering, provisions shall be made whereby the quantity through the meter may be checked by actual weight.

5.4.3 Scales for weighing liquid bituminous material shall conform to the requirements for aggregate scales, except that a device to indicate at least 20 pounds of the approaching total load shall be provided. Liquid bituminous material shall be measured within one-tenth percent of the total batch weight of the mixture. If emulsified asphalt is used, water may be added at the mixer only as directed by the MoDOT representative.

5.4.4 Plant Calibration Personnel, scales and equipment necessary for calibrating the plant and for verifying the accuracy of proportions shall be furnished by the Contractor and shall be available at all times. All equipment shall be calibrated by the Contractor in the presence of and subject to the approval of the engineer.

6.0 CONSTRUCTION REQUIREMENTS.

6.1 Preparation Of The Surface.

6.1.1 When placed on an existing bituminous surface, holes and depressions in existing surfaces shall be repaired by removing all loose and defective material to sound pavement and replacing with an approved asphalt-aggregate patching material. The patching material shall be compacted to produce a tight surface conforming to the adjacent pavement area. Excess asphalt in patches and joints shall be removed only through methods approved by the MoDOT representative. Immediately prior to application of the asphalt tack coat all loose and foreign material shall be removed.

6.2 Polymer Modified Emulsion Membrane

6.2.1 The emulsion shall be polymer modified and shall be in accordance with Section 1015.20.6.2 of the Missouri Standard Specifications for Highway Construction, Cationic Polymer Modified Emulsion Membrane, CPEM-1. All efforts shall be made to insure the polymer modified emulsion membrane

does not leach out of the bonded cold mix asphalt concrete if subjected to a light rain within 3 hours of placement.

6.2.2 The Polymer Modified Emulsion Membrane shall be sprayed by a metered mechanical pressure spray bar at a temperature of 120 - 180°F or as recommended by the Polymer Modified Asphalt Emulsion Membrane supplier. The sprayer shall accurately and continuously monitor the rate of spray and provide a uniform application across the entire width to be overlaid. The Engineer may make adjustments to the spray rate based upon the existing pavement surface conditions and the recommendations of the Polymer Modified Emulsion Membrane supplier.

6.2.3 The master range limits for the application of the polymer modified emulsion membrane shall be 0.12 to 0.20 gal/sq. yd. The tolerance for the target application rate shall be 0.02 gal/sq. yd. The rate shall be set by the Engineer based upon the existing surface condition of the area to be paved.

6.3 Equipment

6.3.1 Mixing Plant

Mixing of liquid bituminous material and aggregate shall be by means of an approved mixer capable of producing a uniform, thoroughly mixed material free from segregation.

6.3.2 Paver

The paver shall be self-priming and be approved by the Engineer. The paver shall have a receiving hopper, feed conveyor, asphalt emulsion storage tank, a system for measuring the Polymer Modified Asphalt Emulsion Membrane volume applied, spray bar and a heated, variable width, vibratory screed. The paver shall be capable of spraying the Polymer Modified Asphalt Emulsion Membrane, applying the cold mix asphalt overlay and leveling the surface of the mat in one pass. The paver shall be capable of placing the cold mix asphalt mixture within 5 s after the application of the Polymer Modified Asphalt Emulsion Membrane. The paver shall be capable of paving at a controlled speed from 30 - 90 ft. /minute. No wheel or other part of the paving machine shall come in contact with the Polymer Modified Emulsion Membrane before the cold mix asphalt is applied. The screed shall have the ability to crown the pavement at the center and have vertically adjusted extensions to accommodate the desired pavement profile.

6.3.3 Material Transfer Device

The material transfer device is optional and can be used by the contractor at their discretion.

6.4 Placing the Mix

6.4.1 Weather Limitations. The mixture shall not be placed when the air temperature, surface temperature or mixture temperature is below 50 F (10 C), or when weather conditions prevent the proper handling or finishing of the mixture.

6.4.2 Trucks. Trucks used for hauling cold mix asphalt shall be in accordance with Sec. 404.

6.4.3 The thickness and width of each patch shall be marked and agree upon by the contractor and the MoDOT representative. MoDOT will mark the location of the patch and will identify the quantity in tons for each location.

6.4.4 Areas of segregated mixture shall be removed and replaced with suitable mixture at the contractor's expense. The outside edges of pavement shall be constructed to an angle of approximately 45 degrees with the surface of the roadbed. The outside edge alignment shall be uniform with any irregularities corrected by adding or removing mixture before compacting.

6.4.5 Longitudinal and transverse joints shall be carefully made and well bonded. Transverse joints shall be formed by cutting back on the previous run so as to expose the full depth of the layer. A single lane of any layer shall not be constructed to a length for which the adjacent lane cannot be completed on the succeeding operating day. The longitudinal joint shall be at the lane lines of the travel way.

6.5 Compacting The Mix

6.5.1 After the cold mix asphalt mixture has been spread, struck off and surface irregularities adjusted, the mixture shall be compacted thoroughly and uniformly by at least three complete coverages over the entire area with a steel wheel roller weighing no less than 10 tons. Rolling shall be continued until there is no visible evidence of further consolidation and until all roller marks are eliminated.

6.5.2 After compaction, the surface of the cold mix asphalt should be uniform and smooth.

6.6 Surface Tolerance

6.6.1 The finished layers shall be substantially free from waves or irregularities and shall be true to the established crown and grade. At transverse construction joints, the surface of all layers shall not vary from a 10-foot (3 m) straightedge, applied parallel to the centerline, by more than 1/4 inch (6 mm). Areas exceeding this tolerance shall be re-rolled, replaced or otherwise corrected in a manner satisfactory to the engineer.

6.6.2 Any mixture showing an excess of liquid asphalt, becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced by the contractor at the contractor's expense with satisfactory mixture, which shall be immediately compacted to conform with the surrounding area.

6.7 Hauling Over Newly Laid Surface. The lay down operation shall progress in such a manner that the loaded trucks hauling the mixture shall not travel over the newly laid surface.

7.0 MEASUREMENT.

7.1 We will be paying by the ton. The weight of the mixture will be determined from batch weights when a batch-type plant is used. Weight will be determined by weighing each truckload in accordance with Sec 310.4.2, when other types of plants are used except that the 2% moisture deduction will not apply. Measurement will be made to the nearest 0.1 ton.

8.0 PAYMENT. The accepted quantities of cold mix asphalt material will be paid for by the ton. The polymer modified emulsion membrane will be paid for by the gallon based on the rate in section 6.2.3.

9.0 SCOPE OF WORK AND BID PRICING SUBMITTAL:

A partial overlay using 2000 tons of cold mix applied with a spray paver at various locations on Route Y in Lewis County. MoDOT will mark the places for cold mix to be applied. The project is to be completed by September 20, 2013. (FYI - MoDOT will flycoat seal the route and blot with cinders after the partial overlay is completed.)

ROUTE Y LEWIS COUNTY	Begin Log	End Log	Product	Quantity U/M *	Unit Price	Unit Price Extension
Route K to Route H	0.000	6.949	Asphalt	1000 Tons *	\$	\$
			Polymer Modified Emulsion Membrane	7510 Gallons *	\$	\$
Route H to MO 16	6.949	14.783	Asphalt	1000 Tons *	\$	\$
			Polymer Modified Emulsion Membrane	7510 Gallons *	\$	\$
TOTAL BID AMOUNT:					\$	

* For bidding purposes, we have used 0.16 gallons/square yard for polymer modified emulsion membrane.

MoDOT will provide and perform all traffic control for these work zones.

SPECIAL TERMS AND CONDITIONS

Award

Award of this solicitation will be made on an "All Or Nothing" basis using the "lowest and best" principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for any addendums and tabulation/award results.

F.O.B.

Price all items as F.O.B. Destination. Delivery/Mobilization costs must be included in the unit prices bid & not listed separately.

Increase or Decrease Quantities

The quantities listed are MoDOT's best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities based upon budget constraints or changes in project requirements. The final quantity ordered by MoDOT shall be furnished at the same unit price. Should another MoDOT district or division wish to purchase these same items/services, the vendor agrees to furnish these items/services at the same unit pricing, with negotiated adjustments, if agreed to by all parties, being allowed to account for slight differences in cost, such as due to changes in freight costs based on different delivery points than those detailed herein.

Work Scheduling – Additional Requirements

The Contractor shall coordinate with MoDOT on setting up a planned work schedule for these projects. No work will be performed outside of normal working hours, Saturdays, Sundays, or holidays unless specifically authorized by the engineer or a designated representative. The following day shall be construed as an official holiday under the terms of this solicitation: September 2 (Labor Day). Currently, MoDOT Northeast District Maintenance buildings work 4-10 shifts (typically closed on Friday's) and work may not be performed on the "off" days for those buildings unless specifically authorized by the engineer or a designated representative. If not listed herein, specific shift information in effect for the applicable locations will be provided to the awarded vendor when purchase orders or notice to proceed are issued.

Temporary Suspension of Work

The District Engineer or a designated representative 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 solicitation. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply, the Contractor will be allowed an equal number of calendar days after the completion date to finish 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. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted promptly by the Contractor in writing and no later than within 30 Days after the claimed cause for the delay has ceased to exist.

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. Upon notification of award, the Contractor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any purchase order or notice to proceed by MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation will result in his/her bid/quote being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation
Northeast District Procurement
26826 U.S. Highway 63,
Macon, MO. 63552

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.

Prevailing Wage

The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Lewis**. The General Wage Order # **56** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract. The Contractor shall provide all information, reports and other documentation as required by MoDOT to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment.

Liquidated Damages

In the event the Contractor fails to complete work within the time specified, the Department and the public will sustain damages because of such delay in delivery, 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 \$250.00 per day, per item**, for each assessable calendar day on which the work has 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. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Spill Prevention/Cleanup

The Contractor shall perform all work in a safe and professional manner. The Contractor’s equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring. The Contractor must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The Contractor will be responsible for cleaning up any spill in accordance with state and federal environmental regulations. The Contractor must prevent spills from reaching streets, catch basins or other drainage structures during transfers. A Contractor’s operator must be present during work and take an active part in the prevention of spills. The operator will take immediate actions to stop the flow of product when an emergency or spill occurs.

E-Verify

The awarded vendor will have to comply with the requirements of, complete the necessary forms, and provide the appropriate documents related to the federal E-Verify program.

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses must be mailed, or hand-delivered. Sealed bid responses may NOT be faxed or emailed. Bidder’s should return pages 1 through 8.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

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

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

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

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

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

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

IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.

NO BID / NO QUOTE

DATE: _____

TO: Missouri Department of Transportation – Northeast District
General Services (Procurement) Division
26826 U.S. Highway 63
Macon, MO. 63552
(573)-526-3169 – fax #

FROM: _____ (Company Name)

_____ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # _____ for the reasons indicated below (check all that apply):

- Product or service is not available or cannot meet the required specifications
- Cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name from your bidder’s list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

This “No Bid/No Quote” form may be faxed back to (573)-526-3169.

Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (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.

Right of Acceptance/Rejection

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

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

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.

(T&C's Version May 2011)

It is not necessary for bidders to return these forms until requested. After all responses to this solicitation are received and reviewed, MoDOT will contact the awarded vendor to request a copy of a completed E-Verify Memorandum of Understanding (from the link below) along with a completed Signature and Identity of Bidder form and the appropriate affidavit form from the following pages.

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.

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.

ADDITIONAL INFORMATION FOR VENDORS:

To begin participation in the federal program takes some time on the internet (at the link above). Once the registration, tutorial and test on this site are passed, an electronically signed Memorandum of Understanding verifying program participation will be given. **Documentation of E-Verify participation will be requested by MoDOT, when applicable. Therefore, it is important that the vendor prints the Memorandum of Understanding (MOU) and keeps a copy for their use in this, as well as future RFB submissions.**

A vendor may submit **EITHER** a page from the E-Verify MOU listing the vendor's name and the MOU signature page completed and signed, at a minimum, by the vendor and Department of Homeland Security – Verification Division (electronic signature is acceptable) **OR** the E-Verify Employment Eligibility Verification (EEV) page. If the signature page of the MOU lists the vendor name and company ID, then no additional pages of the MOU are required. A vendor can obtain a copy of the EEV page by accessing the vendor's "Maintain Company" page in E-Verify and printing the screen.

