



**MISSOURI DEPARTMENT OF TRANSPORTATION
CENTRAL DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION
FOR PURCHASES OVER \$25,000.00**

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: JANUARY 5, 2012	QUOTE DUE BY (DATE AND TIME): JANUARY 17, 2011 1:00 PM CST	F.O.B. REQUIREMENTS: MODOT CREWS TO PICK UP
TO BE DELIVERED/COMPLETED NO LATER THAN: 2 WEEK EXPECTED COMPLETION AFTER RECEIPT OF ORDER (ARO)	QUOTATION #: CD-12-018B SLIP-IN MATERIAL SPREADER STANDS THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: COREY DUEMMEL PHONE NUMBER: 573-526-6956 FAX NUMBER: 573-526-6796
District Mailing Address: MoDOT Central District Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102	Delivery Locations: MoDOT Central District Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102	

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
<p>See Enclosed Bid Documents and Pricing Pages</p> <p>*SEALED BID REQUIRED*</p>					

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

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

VENDOR NAME:

Missouri Department of Transportation

1511 Missouri Blvd.
P.O. Box 718
Jefferson City, Missouri 65102
573.751.3322
Fax: 573.522.1059
1.888.ASK MODOT (275.6636)

January 5, 2012

SEALED BID REQUEST CD-12-018B Slip-In Material Spreader Stands

The Missouri Department of Transportation (MoDOT), desires to establish pricing for the purchase of 'Slip-In Material Spreader Stands' meeting the listed specification.

Sealed bids for the purchase of GPS Survey Equipment will be received by the Missouri Department of Transportation Central District, Jefferson City, Missouri, until **1:00 P.M., CST, January 17, 2012**, and at that time will be publicly opened and read at MoDOT Central District, General Services, 1511 Missouri Blvd in Jefferson City, Missouri 65102.

Bid(s) are to be returned in a sealed envelope plainly marked **BID# CD-12-018B Slip-In Material Spreader Stands**. The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of accepting proposals. Any proposals arriving at the designated office after the deadline specified will not be considered.

The right is reserved by the Missouri Highways and Transportation Commission to reject any or all bids and no award is final until formally approved by the Commission.

Respectively,

Corey Duemmel,
MoDOT Central District
Sr.Procurement Agent
(573) 526-6956





BID PROPOSAL

The Missouri Department of Transportation, herein MoDOT Central District, desires to establish pricing for the purchase of fabricated (welded) support stands for our slip in material spreaders for our dump trucks.' Use of this bid may be utilized by all seven (7) districts. There is no guarantee as to any quantity that may be purchased.

General Requirements

Fabrication of stands to support V-bed spreaders, 10, 13 and 16 feet long as shown if the reference drawings/pictures. Bid prices must include raw materials, welding supplies, fabrication, primer and paint and all material to complete a finished product. The stands shall be universal to accommodate Flink, Monroe and Swenson spreaders. Design of the stand shall be sturdy to stand independently with an empty spreader attached.

There is no guarantee as to the amount, if any, of the stands that will be ordered from this bid.

Bid Submission

All bids must be received in a sealed envelope clearly marked **BID# CD-12-018B Spreader Stands**. All bids must be received at the following address no later than January 17, 2012, 1:00 PM, CST.

MoDOT Central District
General Services – Attn: Corey Duemmel
1511 Missouri Blvd.
Jefferson City, Missouri 65102.

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 MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.



- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

Bids will be reviewed to determine if the bid complies with the mandatory requirements. All bid items submitted will be reviewed prior to award for equality.

It is the sole responsibility of the bidder to check for any addendum during the time this project is out for bid and to ensure their bid price reflects any addendum.

Award/Cancellation

Award will not be made to any one bidder. This bid is to establish price agreements with multiple vendors by which decisions are not based primarily on price alone, but will evaluate design, past product fabrication, availability to meet demands, as well as location of fabricator as factors prior to placement of any order. Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

MoDOT reserves the right to cancel this bid at any time.

Contract and Renewal Periods

Prices shall be good through January 31, 2013 with the option of three, one year renewals. MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.

Renewal Periods

If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.

- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide



if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

Delivery Requirements

The pricing establishment for this bid will be based on MoDOT picking up the completed stands. Separate delivery pricing is listed on Pricing Pages.

Invoicing and Payment Requirements

The contractor shall submit an itemized invoice on Company. The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document. Other than the payment specified on the pricing page, no additional charges, including fuel surcharges shall be made to the contractor for any reason.

Payment

Payment will be made only after the final inspection of each unit, meeting all listed specifications and free of defects. Vendors' price should also allow for payment via Purchasing Card at the bid price if vendor is capable of processing credit cards.

It is MoDOT's goal to pay all invoices within 30 days from receipt of invoice.

Contacts

If you have any questions regarding bid requirements, please call Corey Duemmel at (573) 526-6956.



ADDITIONAL NOTES

All awarded bidders MUST:

1. Be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144, their number is (573) 751-9268.
2. Be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.

If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

3. Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last five (5) years, in order to allow the Missouri Department of Transportation to pay invoice.

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.



SPECIFICATIONS
(MATERIAL SPREADER STANDS)

Minimum Requirements

- Work shall be done in accordance with applicable industry 'Welding Standards and Codes.' It is our intent for standards to mean a comprehensive term that includes codes, specifications, recommended practices, classifications, methods and guides.
- Steel must be hot rolled, mild steel, new with no rust
- Stand must have ladder off the back and out of the way of the operation for workers to access top of spreader
- Guide caster rollers on stand for ease of stand/spreader to slip in and out of dump bed
- Folding front legs (lockable while used for storage) to aide in the loading of the stand/spreader into dump bed.
- Rotational, folding, pivoting or telescoping rear legs to keep out of way of operation (lockable while used for storage)
- Stand design must accommodate Flink, Swenson and Henderson spreaders.
- Stands must be painted black over one coat of primer
- Bidder must provide their own drawing or sketch of proposed design accompanied with a material list to build each size. Sketch and design will aide in the evaluation of material/cost for final product in relation to overall cost.
- It is the sole responsibility of the supplier to acquire all measurements of the spreaders in which stands will be out-fitted for.
- **SUPPLIER MUST PROVIDE A MATERIAL LIST OF WHAT IT TAKES TO COMPLETE A STAND. SUPPLIER MUST ALSO INDICAT WHAT THE STRUCTURAL PARTS OF THE STAND ARE MADE FROM. IT IS TYPICAL FOR THE FRAME TO BE MADE WITH 3"X 3" OR 5" X 1/4" SQUARE TUBING. ANY SUPPLIER PROVIDING ANYTHING OTHER THAN THIS MUST JUSTIFY IN WRITING REASONS FOR ACCEPTANCE OF THE INFERIOR MATERIAL SIZE. THIS INFORMATION WILL BE USED TO EVALUATE COST VERSUS DESIGN.**

All fabricators must be willing to alter their design at zero or minimal costs at the direction of the Missouri Department of Transportation where suggested change will enhance the safety and/or efficiency of the operation. Any substantial changes that may add significant cost will be negotiated in an agreed upon price by both parties.

Supporting Information

Enclosed are reference pictures of different stand designs that have previously been built. Also enclosed are estimated material lists, but not all inclusive, used to fabricate a variety of stands. It is the sole responsibility of the supplier to meet the minimum specifications above, providing a safe, sturdy and a sound stand.



PRICING PAGE

Pricing/Award

Award will not be made to any one bidder. This bid is to establish price agreements with multiple vendors by which decisions are not based primarily on price alone, but will evaluate design, past product fabrication, availability to meet demands, as well as location of fabricator as factors prior to placement of any order.

Item 1: 10' Material Spreader Stand \$_____

Item 2: 13' Material Spreader Stand \$_____

Item 3: 16' Material Spreader Stand \$_____

** Bidder must supply drawing/sketch of proposed stand.*

** Bidder must supply detailed material list for which they intend to fabricate a spreader stand.*

Additional Pricing

1) Cost to install (weld) to MoDOT material spreader \$_____

2) Minimum delivery cost per stand per 100 miles round trip \$_____

(Distances greater than 100 miles will be based on a percentage of the 100 miles cost.)

3) (Reduction) Painted without primer \$_____

Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

1st Renewal Period _____% of maximum increase

2nd Renewal Period _____% of maximum increase

3rd Renewal Period _____% of maximum increase

Bidder must indicate below any welding certifications.

Please indicate your methods of cutting material (Plasma cutter, etc.)

Vendor Name: _____



ENDORSEMENT PAGE

SEALED BIDS TO BE MAILED TO:

Missouri Department of Transportation
Central District General Services/Procurement
1511 Missouri Blvd. (or)
P.O. Box 718
Jefferson City, MO 65102

Clearly Marked: **Bid Request CD-12-018B Material Spreader Stands**

Firm: _____

Street: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

Name: _____

Signature: _____

Email: _____



NOTICE OF COOPERATIVE PURCHASING

MoDOT is interested in assisting Missouri governmental entities, 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 **Slip-in Material Spreader Stands** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 meeting MoDOT 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 MoDOT 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 _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

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

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.

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

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.

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

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.

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 – Additional Requirements

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

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

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

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.

ASSORTED SPREADER STAND MATERIAL LIST

*The below chart represents a variety of material lists used by multiple sources to build different styles of stands. It is the sole responsibility of the supplier to develop their most cost efficient and reliable stand(s).

DESCRIPTION	NE DISTRICT (Internal)	CENTRAL DISTRICT (Internal)	CENTRAL DISTRICT (External)	SE DISTRICT (External)
Angle Iron	2" x 2" x 1/8"	2" x 2" x 1/4"	2" X 2" X 1/4"	
	3" x 4" x 1/4"			
	1 1/4" x 1 1/4" x 1/4"			
Sheet Expanded Metal (3/4" holes)		3' x 2' x 1/8" (1" holes)	4' X 8' X 1/8" (3/4" holes)	
Schedule 80 Pipe		2 1/2" x 3/8"	2 1/2"	2 3/8" OD
				2"
Tubing	2 7/8" od dom (1/4" wall)		1" X 1" X 1/8"	2 7/8" od x 2 1/2" id dom
	3 1/8" id dom (3/16" wall)			1" od x 5/8" id dom
Solid rod	5/8"		7/8"	
Channel			3"	
Flat	2" x 1/2"	3" X 1/2	3" X 1/2	2 1/2" x 1/2"
	2 1/2" x 1/2"			6" x 1/4"
	3" x 3/8"			
	5" x 1/8"			
	12" x 3/8" (plate)			
	3" x 1 1/4"(bar)			
Square Tubing	3" x 5" x 1/4"	3" X 5" X 1/4"	3" X 5" X 1/4"	3" x 3" x 1/4"
	3" x 3" x 1/4"	3" x 3" x 1/4"	3" x 3" x 1/4"	3 1/2" X 3 1/2" X 3/16"
	2" x 2" x 3/16"	1" x 1" x 1/4"		
	2" x 4" x 1/4" (rectangular)			
Stainless Steel Pipe			3/4"	
Pins	?	?	yes	5/8' x 4"
	?	?	yes	5/8" x 4 1/2"
Casters	Yes	Steel Wheels	Yes	3" Rigid