



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

THIS IS NOT AN ORDER

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: SEPTEMBER 22, 2011	BID DUE BY: OCTOBER 6, 2011 1:00 PM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED: AS SPECIFIED WITH EACH ORDER	BID #: SW-12-008CB	BUYER NAME: CATHY BAY TELEPHONE NUMBER: 417-621-6354 FAX NUMBER: 417-629-3226
District Mailing Address: Missouri Department of Transportation – Southwest District General Services Procurement Attn: Cathy Bay 2915 Doughboy Drive Joplin, MO 64804		Delivery Locations: Missouri Department of Transportation Southwest Missouri District All counties listed on the pricing pages.

COMMERCIAL MIX CONCRETE PRICE AGREEMENT

1.0 General Scope

1.1 The Missouri Department of Transportation (MoDOT) Southwest District is requesting sealed bids to establish fixed pricing to supply, mix, haul and dump **Commercial 8.5 sack with Air, Commercial 6 sack Concrete with Air, Cementitious Grout for Undersealing and Class B-2 Concrete with air, using state approved material** meeting attached specification section 501.15 Commercial Mixture, specification section 625.20 Slab Jacking and MoDOT Class B-2 Mix Design and specification.

2.0 Bid Submission

- 2.1 Sealed bids will be received by the Missouri Department of Transportation located in Joplin, Missouri, until **1:00 P.M., Local Time, October 6, 2011**, and at that time will be publicly opened and read in the Missouri Department of Transportation Joplin Regional Office Building located at 2915 Doughboy Drive, Joplin, MO 64804. **Bids** are being requested to establish a **FIXED UNIT DELIVERED PRICE PER CUYD**. The Bid is to be returned in a sealed envelope plainly marked **Concrete**.
- 2.2 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 bids. Any bids arriving at the designated office after the deadline specified will not be considered. **Mix designs** must be on file in the General Services Procurement Office before ordering begins to the concrete suppliers.
- 2.3 This price agreement will allow for open enrollment. Additional suppliers and counties may be added at later dates to best serve the interests of MoDOT regarding availability of product in relation to locations throughout the Southwest District.
- 2.4 For bids to be considered, the attached form, identified as "**Vendor Information & Preference Certification Form**" must be on file in this office and must be dated in the current calendar year.

3.0 Contract Requirements

- 3.1 Supplier shall enter a per cubic yard price (FOB Destination) per line item of each county group that they will supply.
- 3.2 **MoDOT reserves the right to choose a supplier based upon availability, cost and distance in respect to plant locations in any given area per project.** In the event of **tie low bids** the Missouri Department of Transportation reserves the right to establish the method to be used in determining the award.
- 3.3 Environmental fees, fuel surcharges and/or any other miscellaneous charges **WILL NOT** be accepted on any invoice. All fees must be included in your bid price.
- 3.4 All materials quoted are F.O.B. Destination. Freight costs must be included in the unit price quoted and not listed as a separate line item.
- 3.5 **Escalation Clause** - In the event the contractor requests a price increase during the contract 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.
No price increase shall be granted during the first 3 months of the contract period.
- 3.6 **Bid prices to remain firm from "date of award" until December 31, 2012.**
- 3.7 **Material furnished under this agreement may be inspected and approved before use.** Inspection of the material may be made at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of the Department.
- 3.8 Please see attached Standard Solicitation Provisions, and General Terms and Conditions.

4.0 Orders and Delivery

- 4.1 When an order is placed, the Missouri Department of Transportation (MoDOT) will request commitment and time of delivery for that day's project. MoDOT will require confirmation of delivery within 2 hours of placing an order, for delivery for the next business day.
- 4.2 When the low bidder commits and does not deliver the order within one hour with no apparent breakdowns causing the delays, MoDOT reserves the right to cancel immediately and move to the next low bidder, using the fixed unit price, for the rest of the week or until the project is completed, which ever occurs first.
- 4.3 If the low bidder consistently abuses the one-hour commitment clause, causing the concrete crew to be shutdown for long periods of time, MoDOT reserves the right to proceed with the next low bidder for the rest of the contract period.
- 4.4 If delivery of concrete cannot be made at the designated delivery time by the awarded lowest bidder, then the next low bidder may be utilized.

4.5 **Concrete Batch Information:** MoDOT is requesting that the batch information be included on the delivery tickets if electronic batching is used. If electronic batching is not used, then the concrete supplier shall provide the material mix with the first load each day by writing it on the first concrete ticket or on company letter head paper.

Company Name:	
---------------	--

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

VENDOR NOTES

--

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).

VENDOR INFORMATION

Vendor Name /Mailing Address	Vendor Contact Information (including area codes):		
	Phone #:		
	Fax #		
	Cellular #		
Printed Name and Title of Responsible Officer or Employee:	Signature:		

Is your company registered/certified with the State of Missouri as a (please circle):				
Is your firm MBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your firm WBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Would your company like information on becoming a registered/certified MBE/WBE vendor?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

List all agencies your firm is currently certified with?	
--	--

PRICING SHEET

WHEN SUBMITTING A PRICE QUOTE PER A SPECIFIC COUNTY, IF DELIVERY CANNOT BE MADE THROUGHOUT THE COMPLETE COUNTY THEN IT MUST BE SO NOTED IN THE BID RESPONSE. DELIVERY LIMITATIONS MUST BE OUTLINED WHEN THE BIDDER SUBMITS THE QUOTATION. IF A BIDDER IS AWARDED A COUNTY BUT THEN DECLINES TO DELIVER IN THAT COUNTY WITHOUT PRIOR NOTIFICATION OF LIMITATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION, THE MISSOURI DEPARTMENT OF TRANSPORTATION MAY UTILIZE THE SECOND LOW BIDDER FOR THAT GROUP, PER THE FULL CONTRACT PERIOD.

VENDOR COMMENTS:

GROUP 1 - BARRY COUNTY **Total Cost**

8 ½ Sack Mix	\$ _____	per Cu Yd
1% Calcium (8½ quarts)	\$ _____	per Cu Yd
2% Calcium (17 quarts)	\$ _____	per Cu Yd
Hot Water	\$ _____	per Cu Yd
Fiber	\$ _____	per Cu Yd
6 Sack Mix	\$ _____	per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____	per Cu Yd
Class B-2 Mix	\$ _____	per Cu Yd
Non-Chloride Accelerant	\$ _____	per Cu Yd
Short Load Charge	\$ _____	
Identify what constitutes a short load charge	Less Than _____	Cu Yds

GROUP 2 - BARTON COUNTY **Total Cost**

8 ½ Sack Mix	\$ _____	per Cu Yd
1% Calcium (8½ quarts)	\$ _____	per Cu Yd
2% Calcium (17 quarts)	\$ _____	per Cu Yd
Hot Water	\$ _____	per Cu Yd
Fiber	\$ _____	per Cu Yd
6 Sack Mix	\$ _____	per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____	per Cu Yd
Class B-2 Mix	\$ _____	per Cu Yd
Non-Chloride Accelerant	\$ _____	per Cu Yd
Short Load Charge	\$ _____	
Identify what constitutes a short load charge	Less Than _____	Cu Yds

GROUP 3 - BATES COUNTY **Total Cost**

8 ½ Sack Mix	\$ _____	per Cu Yd
1% Calcium (8½ quarts)	\$ _____	per Cu Yd
2% Calcium (17 quarts)	\$ _____	per Cu Yd
Hot Water	\$ _____	per Cu Yd
Fiber	\$ _____	per Cu Yd
6 Sack Mix	\$ _____	per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____	per Cu Yd
Class B-2 Mix	\$ _____	per Cu Yd
Non-Chloride Accelerant	\$ _____	per Cu Yd
Short Load Charge	\$ _____	
Identify what constitutes a short load charge	Less Than _____	Cu Yds

GROUP 4 - CEDAR COUNTY

Total Cost

8 1/2 Sack Mix \$ _____ per Cu Yd
 1% Calcium (8 1/2 quarts) \$ _____ per Cu Yd
 2% Calcium (17 quarts) \$ _____ per Cu Yd
 Hot Water \$ _____ per Cu Yd
 Fiber \$ _____ per Cu Yd
 6 Sack Mix \$ _____ per Cu Yd
 Cementitious Grout for Undersealing (MoDOT Slurry) \$ _____ per Cu Yd
 Class B-2 Mix \$ _____ per Cu Yd
 Non-Chloride Accelerant \$ _____ per Cu Yd
 Short Load Charge \$ _____
 Identify what constitutes a short load charge Less Than _____ Cu Yds

GROUP 5 - DADE COUNTY

Total Cost

8 1/2 Sack Mix \$ _____ per Cu Yd
 1% Calcium (8 1/2 quarts) \$ _____ per Cu Yd
 2% Calcium (17 quarts) \$ _____ per Cu Yd
 Hot Water \$ _____ per Cu Yd
 Fiber \$ _____ per Cu Yd
 6 Sack Mix \$ _____ per Cu Yd
 Cementitious Grout for Undersealing (MoDOT Slurry) \$ _____ per Cu Yd
 Class B-2 Mix \$ _____ per Cu Yd
 Non-Chloride Accelerant \$ _____ per Cu Yd
 Short Load Charge \$ _____
 Identify what constitutes a short load charge Less Than _____ Cu Yds

GROUP 6 - JASPER COUNTY

Total Cost

8 1/2 Sack Mix \$ _____ per Cu Yd
 1% Calcium (8 1/2 quarts) \$ _____ per Cu Yd
 2% Calcium (17 quarts) \$ _____ per Cu Yd
 Hot Water \$ _____ per Cu Yd
 Fiber \$ _____ per Cu Yd
 6 Sack Mix \$ _____ per Cu Yd
 Cementitious Grout for Undersealing (MoDOT Slurry) \$ _____ per Cu Yd
 Class B-2 Mix \$ _____ per Cu Yd
 Non-Chloride Accelerant \$ _____ per Cu Yd
 Short Load Charge \$ _____
 Identify what constitutes a short load charge Less Than _____ Cu Yds

GROUP 7 - LAWRENCE COUNTY

Total Cost

8 1/2 Sack Mix \$ _____ per Cu Yd
 1% Calcium (8 1/2 quarts) \$ _____ per Cu Yd
 2% Calcium (17 quarts) \$ _____ per Cu Yd
 Hot Water \$ _____ per Cu Yd
 Fiber \$ _____ per Cu Yd
 6 Sack Mix \$ _____ per Cu Yd
 Cementitious Grout for Undersealing (MoDOT Slurry) \$ _____ per Cu Yd
 Class B-2 Mix \$ _____ per Cu Yd
 Non-Chloride Accelerant \$ _____ per Cu Yd
 Short Load Charge \$ _____
 Identify what constitutes a short load charge Less Than _____ Cu Yds

GROUP 8 - MCDONALD COUNTY

Total Cost

8 1/2 Sack Mix \$ _____ per Cu Yd
 1% Calcium (8 1/2 quarts) \$ _____ per Cu Yd
 2% Calcium (17 quarts) \$ _____ per Cu Yd
 Hot Water \$ _____ per Cu Yd
 Fiber \$ _____ per Cu Yd
 6 Sack Mix \$ _____ per Cu Yd
 Cementitious Grout for Undersealing (MoDOT Slurry) \$ _____ per Cu Yd
 Class B-2 Mix \$ _____ per Cu Yd
 Non-Chloride Accelerant \$ _____ per Cu Yd
 Short Load Charge \$ _____
 Identify what constitutes a short load charge Less Than _____ Cu Yds

GROUP 9 - NEWTON COUNTY

Total Cost

8 1/2 Sack Mix \$ _____ per Cu Yd
 1% Calcium (8 1/2 quarts) \$ _____ per Cu Yd
 2% Calcium (17 quarts) \$ _____ per Cu Yd
 Hot Water \$ _____ per Cu Yd
 Fiber \$ _____ per Cu Yd
 6 Sack Mix \$ _____ per Cu Yd
 Cementitious Grout for Undersealing (MoDOT Slurry) \$ _____ per Cu Yd
 Class B-2 Mix \$ _____ per Cu Yd
 Non-Chloride Accelerant \$ _____ per Cu Yd
 Short Load Charge \$ _____
 Identify what constitutes a short load charge Less Than _____ Cu Yds

GROUP 10 - ST. CLAIR COUNTY

Total Cost

8 1/2 Sack Mix \$ _____ per Cu Yd
 1% Calcium (8 1/2 quarts) \$ _____ per Cu Yd
 2% Calcium (17 quarts) \$ _____ per Cu Yd
 Hot Water \$ _____ per Cu Yd
 Fiber \$ _____ per Cu Yd
 6 Sack Mix \$ _____ per Cu Yd
 Cementitious Grout for Undersealing (MoDOT Slurry) \$ _____ per Cu Yd
 Class B-2 Mix \$ _____ per Cu Yd
 Non-Chloride Accelerant \$ _____ per Cu Yd
 Short Load Charge \$ _____
 Identify what constitutes a short load charge Less Than _____ Cu Yds

GROUP 11 - VERNON COUNTY

Total Cost

8 1/2 Sack Mix \$ _____ per Cu Yd
 1% Calcium (8 1/2 quarts) \$ _____ per Cu Yd
 2% Calcium (17 quarts) \$ _____ per Cu Yd
 Hot Water \$ _____ per Cu Yd
 Fiber \$ _____ per Cu Yd
 6 Sack Mix \$ _____ per Cu Yd
 Cementitious Grout for Undersealing (MoDOT Slurry) \$ _____ per Cu Yd
 Class B-2 Mix \$ _____ per Cu Yd
 Non-Chloride Accelerant \$ _____ per Cu Yd
 Short Load Charge \$ _____
 Identify what constitutes a short load charge Less Than _____ Cu Yds

MATERIAL SPECIFICATION

All material shall conform to the Missouri Standard Specifications for Highway Construction, 2011 Edition, and any revisions thereto, except as revised herein.

Material Specification 501.15

501.15 **Commercial Mixture.** If specified in the contract that an approved commercial mixture of concrete may be used, the contractor shall notify the engineer in writing, setting out for approval the source and proportions of the mixture proposed to be furnished. The statement shall include the following:

- a) The types and sources of aggregate.
- b) Type and source of cement and other cementitious material.
- c) Scale weights (masses) of each aggregate proposed as pounds per cubic yard (kilograms per cubic meter) of concrete.
- d) Quantity of water proposed, as pounds or gallons per cubic yard (kilograms of liters per cubic meter) of concrete.
- e) Quantity of cement proposed as sacks per cubic yard (cubic meter) of concrete. If the cement is to be measured by the sack, the weight (mass) per sack shall be shown.
- f) **Concrete shall include a minimum 5% air entrainment.**
- g) **No fly ash will be accepted in the 8 ½ sack mix.**

The concrete shall contain not less than 565 pounds of cement per cubic yard for 6 sack and 798 pounds of cement per cubic yard for 8 and a half sack. The plant shall meet the requirements of Section 501, or as approved by the engineer. The concrete will be subject to acceptance or rejection by visual inspection at the job site.

The supplier shall furnish certification with the first truckload of each day's production of concrete that the material and mix proportions used are in accordance with the approved mixture. Upon completion of the work, plant certification shall be furnished by the supplier for the total quantity delivered.

Truck wash outs shall be at the direction of the engineer.

SECTION 625.20 SLAB JACKING.

625.20.1 Description. This work shall consist of injecting high density polyurethane or cementitious grout under a sunken section of concrete pavement and raising it back to the correct profile for an acceptable ride and positive drainage.

625.20.2 Material.

625.20.2.1 High density polyurethane used for slab jacking shall meet the requirements of [Sec. 625.10.2](#).

625.20.2.2 The material used in grouting shall consist of a mixture of Portland cement, fly ash and water proportioned as specified or as approved by the engineer. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item Section

Fly Ash [1018](#)

Cement, Type I, II or III [1019](#)

Water [1070](#)

625.20.2.3 Grout shall meet the following minimum requirements:

(a) Flow cone efflux time shall be 10 to 16 seconds, as determined in accordance with ASTM C 939.

(b) The minimum design strength at minimum efflux time shall be 600 psi at seven days, determined in accordance with ASTM C 942, with the exception that storage of compressive specimens after 24 hours shall be placed in a 100 percent humidity cabinet.

625.20.2.4 At least three weeks prior to the beginning of this work, the contractor shall submit the proposed mixture to the engineer. The submittal shall include the mix design, source and type of all material test results of the grout showing one-day, three-day and seven-day compressive strengths, efflux time, time of initial and final set by the Gilmore needle in accordance with ASTM C 266 and time delayed to molding specimens after mixing grout. The time delay between mixing and molding will be the maximum holding time permitted in the field. Sufficient quantities of all mixture components to permit laboratory verification of the grout properties listed herein shall accompany the mix design submittal. Approximately 10 pounds of Portland cement and 30 pounds of fly ash shall be furnished.

625.20.3 Construction Requirements. Construction requirements shall be in accordance with [Sec 625.10.3.1](#) and specifically as follows.

625.20.3.1 General.

625.20.3.1.1 The contractor shall establish a finish target profile using an elevation measuring device or string line. Each profile shall be accepted by the engineer prior to work being performed at that location.

625.20.3.1.2 Pumping operations shall cease when the slab has achieved the target profile. The Contractor shall provide equipment capable of detecting slab lift to measurements of 0.001 inch. Pavement lifted in excess of 0.125 inch over the accepted profile or pavement cracked as a result of the slab jacking will be unacceptable.

625.20.3.1.3 The engineer may require the contractor to verify positive drainage on the lifted slab by flooding the surface area.

625.20.3.2 High Density Polyurethane. Construction requirements shall be in accordance with [Sec 625.10.3.2](#).

625.20.3.3 Cementitious Grout.

625.20.3.3.1 Any admixtures used shall be incorporated in accordance with the manufacturer's recommendations. Admixtures may be added by hand methods. Admixtures shall be measured within a tolerance of plus or minus three percent of the required quantity.

625.20.3.3.2 Personnel, scales and equipment necessary for calibrating the proportioning

devices 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 the engineer, and subject to approval from the engineer. Verification of the accuracy of the scales and other dispensing methods may be required at any time deemed necessary by the engineer, but will be performed at least once each day of operation.

625.20.3.3.3 Weight proportioning and volume proportioning equipment, accuracy, calibration and verification shall be in accordance with [Sec 501](#).

625.20.3.3.4 Grout may be re-tempered with water. Prior to re-tempering the grout, the engineer shall be notified.

625.20.3.3.5 The cement and fly ash for grout shall be measured by weight or volume. The quantity of cement and fly ash to be used shall be calculated from the approved mix design. Batches not containing the proper quantities of material will be unacceptable.

625.20.3.3.6 Filling holes shall be in accordance with [Sec. 625.10.3.1.7](#).

625.20.3.3.7 The contractor may disperse residue onto unpaved shoulders, adjacent roadside embankments or median ditch areas of divided highways where the residue runoff can percolate into the soil, unless specified otherwise in the contract. The spread rate shall not generate surface runoff. If surface runoff occurs at a grinding location, the contractor shall remove the residue to an approved location at the contractor's expense.

625.20.3.3.8 Traffic shall not be permitted on the undersealed pavement until three hours after the end of pumping operations, and after all drill holes have been plugged.

625.20.4 Method of Measurement.

625.20.4.1 High density polyurethane material shall be measured to the nearest pound.

625.20.4.2 Portland cement will be measured to the nearest pound.

625.20.4.3 Fly ash will be measured to the nearest pound.

625.20.4.4 Measurement of testing for deflection will be per joint, crack or pavement repair patch per traffic lane in which testing is performed. Testing prior to undersealing and testing after undersealing, will be measured separately.

625.20.5 Basis of Payment. The accepted slab jacking material and deflection testing quantities will be paid for at the contract unit price. Payment will be considered full compensation for all labor, equipment and material necessary to complete the described work

Following is a MoDOT approved mix design for the cementitious grout used in undersealing:

1452 lbs of fly ash (type c) per cubic yard, 576 lbs of cement (type 1) per cubic yard and 960 lbs of water per cubic yard

The amount of water may change in the mix design of the cementitious grout at MoDOT's discretion. Prior approval from MoDOT will be required if the supplier changes the mix design.

CLASS B-2 CONCRETE WITH AIR

The B-2 mix is to contain modified Gradation F Rock, using **state approved material** in accordance with **Specification 501** and **Specification 1005** of the 2004 Missouri Standard Specifications for Highway Construction Handbook and any revision herein.

The B-2 mix must meet the **attached MoDOT mix design (Exhibit 1)**. The contractor is asked to provide information identifying the producer, source and admixture rate range. This information shall be written in the MoDOT Concrete Mix Design Submittal Form supplied with the quotation documents and returned with the submitted quotation for pricing of the Class B-2 mix.

Coarse aggregate for the Class B-2 mix shall be in accordance with the following modified Gradation F and Percent by Weight (Mass).

Modified Gradation F	Percent by Weight (Mass)
Passing 1/2 - inch (12.5 mm) sieve	100%
Passing 3/8 – inch (9.5 mm) sieve	90-100%
Passing No. 4 (4.75 mm) sieve	10-45%
Passing No. 8 (2.36 mm) sieve	0-10%
Passing No. 200 (75 um) sieve	0-2.5%

Purpose:

Partial depth bridge deck repair

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 <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>M/WBE Name</u></th> <th style="text-align: center;"><u>Percentage of Contract</u></th> <th style="text-align: center;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

STANDARD SOLICITATION PROVISIONS

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