

BID FORM

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

REQUEST NO.	5-081112FR
DATE	October 28, 2008
PAGE #	1 # OF PAGES 15

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

2:00 P.M., LOCAL TIME, NOVEMBER 12, 2008

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

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Locations listed in bid documents

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Frankie Ryan

BUYER TELEPHONE: 573-522-9481

SERVICES:

Contract for furnishing “**CONCRETE RECLAMATION SERVICES**” for a contract period beginning date of contract execution through October 31, 2009.

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors **MUST** submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement **MUST** submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above request for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within the guidelines specified in this bid.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Form E-103 (Rev. 11-04)

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

List all agencies your firm is currently certified with. _____

1.0 INTRODUCTION AND ORGANIZATION

- 1.1 MoDOT is seeking qualified contractors to perform on-site crushing and screening of concrete slabs from Missouri Highways and Transportation Commission (MHTC) property as indicated in this bid.
- 1.2 **Organization:** This document, referred to as an Request for Bid (RFB), is divided into the following parts:
- | | |
|---|--|
| 1) Introduction and Organization | 13) Pricing Page(s) (<i>SIGN AND RETURN</i>) |
| 2) Bid Submission Information | 14) <u>Attachment A:</u> Anti-Collusion Statement (<i>SIGN AND RETURN</i>) |
| 3) General Requirements | 15) <u>Attachment B:</u> Signature and Identity of Bidder (<i>SIGN AND RETURN</i>) |
| 4) Components of Agreement | 16) <u>Attachment C:</u> Preference In Purchasing Products (<i>SIGN AND RETURN</i>) |
| 5) Definitions and Terms | 17) <u>Attachment D:</u> Missouri Domestic Products Procurement Act (<i>SIGN AND RETURN</i>) |
| 6) Specific Requirements | 18) Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions |
| 7) Measurement | |
| 8) Performance Schedule | |
| 9) Equipment | |
| 10) Other Requirements | |
| 11) Payment | |
| 12) Changes, Additions, Deductions and Extra Work | |

2.0 BID SUBMISSION INFORMATION

- 2.1 Your written bid must be mailed in ***a sealed*** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of the RFB Coordinator:
- Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65109
- 2.2 All documents must be sealed and should be clearly marked "**Bid for Concrete Reclamation Services**".
- 2.2.1 The Bidder should include a completed copy of **Attachment A, Attachment B, Attachment C** and any other requested or required information with the submitted response. All questions regarding the RFB shall be submitted to the RFB Coordinator.
- 2.2.2 The Bidder agrees to provide the services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.
- 2.3 **Open Competition / Request For Bid Document**
- 2.3.1 It shall be the Bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MHTC 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 noted above, 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.

- 2.3.2 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.
 - 2.3.3 Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MHTC 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.
 - 2.3.4 MHTC 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.
- 2.4 **Contract Award and Contract Period: MHTC Reserves the right to offer multiple awards.** MHTC will be awarding the bid per District as listed on the pricing pages. The contract will be awarded to the lowest responsive and responsible Bidder for each of the individual Districts identified on the pricing pages in the bid document. **THE BIDDER MUST BID ON ALL AREAS WITHIN A DISTRICT IN ORDER TO BE CONSIDERED FOR AWARD OF THAT DISTRICT.**
- 2.4.1 **The contract shall commence from the date of contract execution through October 31, 2009.**
- 2.5 **Bid Review:** Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
 - 2.6 **Cost Determination:** The low bid shall be determined by multiplying the Bidder's firm, fixed prices with the applicable estimated quantity per county.
 - 2.7 **Rejection of Bids:** MHTC reserves the right to reject any or all bids, for any reason whatsoever.
 - 2.8 **Out of State Vendors:** Out of state vendors will be required to submit a copy of his/her Out of State Transient Employer's Certificate as issued by the Missouri Department of Revenue (DOR). The contractor must be able to obtain a tax payment bond in the amount currently required by the DOR. If all the appropriate information is made available to the DOR, it may take 2-3 weeks for the contractor to obtain the tax bonding and "Certificate of Registration".
 - 2.9 **Insurance Requirements:** Please refer to the *Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions* that are attached to the bid documents for information on required insurance for this project.
 - 2.10 **Non-Exclusivity:** The Missouri Department of Transportation reserves the right to obtain like or similar services of this or other providers when use of such services is deemed in the best interest of MoDOT.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall provide concrete slab reclamation services for all eligible locations as indicated in this bid. Concrete slabs shall be crushed and screened as outlined in this RFB. The Contractor is responsible for obtaining all permits necessary for these services.
- 3.2 The contractor shall provide all deliverables/services to the sole satisfaction of MHTC.
- 3.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

4.0 COMPONENTS OF AGREEMENT

- 4.1 The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement (if applicable) signed between the parties.
- 4.2 However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

5.0 DEFINITIONS AND TERMS

- 5.1 The following definitions and terms apply to this RFB:
 - 5.1.1 Commission Representative: The Commission's District Maintenance Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this agreement.
 - 5.1.2 Clean fill is "uncontaminated soil, rock, sand, gravel, concrete, asphaltic concrete, cinder blocks, brick, minimal amounts of wood and metal and inert (nonreactive) solids for fill, reclamation or other beneficial use".
 - 5.1.3 Minimal means "the smallest amount possible". For example, concrete containing wire mesh or reinforcing rods (rebar) may be used for clean fill if you remove the exposed rebar before use.
 - 5.1.4 Recovered materials are those materials "removed from the waste stream for reuse or to be made into new products". Potentially recoverable materials include clean fill as well as metals, paper, cardboard, asphalt shingles, sheet rock, concrete, lumber and other wood waste, glass, electrical wire, plastics, organics and many others.

6.0 SPECIFIC REQUIREMENTS

- 6.1 All work shall be accomplished in a safe manner in accordance with the Missouri Standard Specification for Highway Construction and OSHA standards.
- 6.2 The material to be process consists of concrete slabs that have been removed from the roadway during pavement repair operations. The concrete slabs are of varying size and shape. The slabs contain wire mesh and rebar.
- 6.3 The intent of this RFB is to solicit the services of a contractor to crush the slabs and remove the steel wire mesh and reinforcing steel such that the crushed materials can be used as clean fill. The steel removed in the crushing process is to be retained by the MHTC for salvage and/or other uses.
- 6.4 The finished crushed aggregate product shall consist of the following gradations:
 - 6.4.1 Rock Ditch Liner Gradation - Consist of material with a predominant aggregate size of 3 inches, a maximum aggregate size of 6 inches, and a gradation such that no more than 15 percent will be less than one inch.
 - 6.4.2 Drainage Aggregate Gradation - Consist of a predominant aggregate size of one inch, a maximum aggregate size of 1 ½ inches, and a gradation such that no more than 25 percent will be less than 3/8 inch.
- 6.5 The concrete slab stockpiles shall be crushed into the cubic yard quantities shown in the attached PRICING PAGES.

- 6.6 The finished crushed aggregate materials shall be piled in gradation cone or tent shaped stockpiles at the reclamation site.
- 6.7 The steel removed by the crushing process shall be free of concrete chunks, but can have small amounts of concrete material adhering to the steel. Small amounts is defined as less than 5% concrete by weight in comparison to the weight of the steel.
- 6.8 The Contractor shall not enter onto private property during the performance of this contract.
- 6.9 The Contractor shall repair any damages to MHTC property caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to MHTC.
- 6.10 The Contractor shall use equipment and perform work in a manner to prevent damages to the MHTC infrastructure facilities and all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to MHTC. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor in a timely manner.
- 6.11 The Contractor shall conduct the work so as not to interfere with the daily activities of the MHTC and any or all employees and personnel located at the reclamation site(s).
- 6.12 The MHTC Representative reserves the right to inspect the work sites covered by this bid, verify quantities and review operations at any time without advance notification to the Contractor.

7.0 MEASUREMENT

- 7.1 Measurement for all reclaimed concrete shall be by the cubic yard as determined by a measurement of the gradation piles by the Commission Representative and calculation of the cubic yards of material in each pile.
- 7.2 The estimated amount of concrete slabs to be reclaimed under this contract is shown on the individual price sheets, but not guaranteed. The unit price on the individual bid schedules will be used for payment based on the actual pile measurement and cubic yard calculation.
- 7.3 The Contractor may be requested to crush more or less than the estimated quantity of concrete slabs shown on the price sheets.
- 7.4 MHTC reserves the right to limit the total amount of reclamation quantities to 150% of the estimated amount of slabs shown on the pricing sheets.

8.0 PERFORMANCE SCHEDULE

- 8.1 The Contractor shall commence performance within five (5) work days of receipt of Notice To Proceed. Prior to commencing the concrete slab crushing operations the Contractor shall, with the Commission Representatives direction, provide a work plan showing where operations will begin. The plan shall be updated if changes are made in the operations plan.
- 8.2 All activity associated with slab crushing operations shall be performed during normal working hours of 7:00 am till 5:00 pm, local time, unless an alternate work schedule is approved by the Commission Representative.
- 8.3 The Contractor may work six days per week, excluding holidays, if approved by the Commission Representative.
- 8.4 Maximum allowable time for completion shall be ninety (90) calendar days, unless the Commission Representative initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

9.0 EQUIPMENT

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

10.0 OTHER REQUIREMENTS

- 10.1 This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor, equipment, materials, personnel, taxes, and fees necessary and required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT or the MHTC, and MoDOT and the MHTC are to have no direction or control over the employees used by the Contractor in performance of the work.
- 10.2 Safety: Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- 10.3 Licenses: The Contractor shall be duly licensed in accordance with the city's, state's and county's statutory requirements to perform the work.
- 10.4 Notices of Violations: The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any sub-contractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to MHTC.
- 10.5 Permits: The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 10.6 Dust Control: The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 10.7 Inclement Weather: The Commission Representative may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 10.8 Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the MoDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
- 10.9 Incorporation of Provisions: The contractor shall include the provisions specified herein in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or Directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the MHTC or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request MHTC to enter into such litigation to protect the interests of the State and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.0 PAYMENT

- 11.1 Payment for work completed may be invoiced twice a month. Invoices shall be based on Commission Representative estimates of the finished material stockpiles. Payment will be based on the unit pricing submitted by the Contractor in the bidding schedule.
- 11.2 Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

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

12.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

- 12.1 Upon proper action by the Commission Representative, MHTC may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor.
- 12.2 No extra work shall be done or any obligation incurred except upon written order by the Commission Representative. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Commission Representative shall make an equitable adjustment and modify the contract in writing through the use of a supplemental to the contract.
- 12.3 The Commission Representative reserves the right to direct additional services not described in the bid document as changed or unforeseen conditions may require. Such direction by the Commission Representative shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Contractor performing the additional or changed services, or incurring any additional cost therefore.

~ This section intentionally left blank. ~

13.0 PRICING PAGES (4 pages with 7 Districts)

The Bidder shall provide firm, fixed prices in the tables below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. The quantities shown *are estimated* for the period specified. MoDOT reserves the right to increase or decrease the quantity as needed and as otherwise noted in the bid documents. **THE BIDDER MUST BID ON ALL AREAS WITHIN A DISTRICT IN ORDER TO BE CONSIDERED FOR AWARD OF THAT DISTRICT.**

13.1 Pricing Page 1 of 4

Slab Pile Locations - DISTRICT 1	Cubic Yards	Unit Price Per CY	Extended Amount
Andrew County, Savannah Maintenance Lot, Bus. Route 71, 1 mile east of I-29			
Rock Ditch Liner Crushed Quantity Estimate	400		
Drainage Aggregate Crushed Quantity Estimate	200		
Andrew County, Route 71, 0.2 miles south of Route 59			
Rock Ditch Liner Crushed Quantity Estimate	200		
Drainage Aggregate Crushed Quantity Estimate	200		
Atchison County, Tarkio Maintenance Lot, Route 136, 1 mile east of Tarkio			
Rock Ditch Liner Crushed Quantity Estimate	1000		
DeKalb County, Route 36 westbound, 4.3 miles west of Route 69			
Rock Ditch Liner Crushed Quantity Estimate	700	\$	\$
Drainage Aggregate Crushed Quantity Estimate	500	\$	\$
DeKalb County, Cameron Maintenance Lot (Old Route 36, ¼ mile east of Route 69)			
Rock Ditch Liner Crushed Quantity Estimate	400	\$	\$
Drainage Aggregate Crushed Quantity Estimate	300	\$	\$
Total Bid for Services in District 1			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

13.2 Pricing Page 2 of 4

Slab Pile Locations - DISTRICT 2	Cubic Yards	Unit Price Per CY	Extended Amount
Linn County, Brookfield Maintenance Lot (Route 36 @ Route 11)			
Rock Ditch Liner Crushed Quantity Estimate	1,500	\$	\$
Drainage Aggregate Quantity Estimate	1,500	\$	\$
Total Bid for Services in District 2			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

Slab Pile Locations - DISTRICT 3	Cubic Yards	Unit Price	Extended Amount
Monroe County, Paris Maintenance Lot @ (Bus 24, 1 Mile East of Route 24 Jct. W)			
Rock Ditch Liner Crushed Quantity Estimate	270	\$	\$
Boone County, Centralia Maintenance Lot @ (Route 22/Route 151 Junction)			
Rock Ditch Liner Crushed Quantity Estimate	400	\$	\$
Montgomery County, New Florence Maintenance Lot @ (I-70 Outer Road, 0.6 Mile East of Route 19)			
Rock Ditch Liner Crushed Quantity Estimate	2000	\$	\$
Warren County, Warrenton Maintenance Lot @ (Route MM, 0.3 Mile West of Route U)			
Rock Ditch Liner Crushed Quantity Estimate	400	\$	\$
Shelby County, Shelbina Maintenance Lot @ (Route 36, 0.4 Mile West of Route 15)			
Rock Ditch Liner Crushed Quantity Estimate	150	\$	\$
Clark County, Wayland Maintenance Lot @ (Route 27, 0.6 Mile South of Route 136)			
Rock Ditch Liner Crushed Quantity Estimate	200	\$	\$
Total Bid for Services in District 3			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

13.3 Pricing Page 3 of 4

Slab Pile Locations – DISTRICT 4	Cubic Yards	Unit Price	Extended Amount
Lafayette County, Higginsville Maintenance Lot @ (Route 13, 0.2 Mile South of Route 20)			
Rock Ditch Liner Crushed Quantity Estimate	1000	\$	\$
Drainage Aggregate Quantity Estimate	1000	\$	\$
Total Bid for Services in District 4			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

Slab Pile Locations – DISTRICT 6	Cubic Yards	Unit Price Per CY	Extended Amount
St. Charles County, @ Intersection of Route K and Route N			
Rock Ditch Liner Crushed Quantity Estimate	1400	\$	\$
St. Charles County, Wentzville Maintenance Lot @ (1475 West Pearce Blvd.)			
Rock Ditch Liner Crushed Quantity Estimate	300	\$	\$
Total Bid for Services in District 6			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

~ This section intentionally left blank. ~

13.4 Pricing Page 4 of 4

Slab Pile Locations - DISTRICT 7	Cubic Yards	Unit Price	Extended Amount
Bates County, Route 18 Mixing Board @ 9 miles East of Route 71 (North of Route 18)			
Drainage Aggregate Quantity Estimate	250	\$	\$
Bates County, Route A Mixing Board @ 6 miles West of Route 71 (South of Route A)			
Drainage Aggregate Quantity Estimate	225	\$	\$
Barry County, Cassville Maintenance Lot @ (Route 37, 1.8 Mile South of Routes 76 & 86)			
Drainage Aggregate Quantity Estimate	400	\$	\$
Barry County, Verona Storage Area @ Junction of Route 60 & Business Route 60			
Drainage Aggregate Quantity Estimate	275	\$	\$
Vernon County, Sheldon Maintenance Lot @ (Route B, 0.2 Miles East of Route 71)			
Drainage Aggregate Quantity Estimate	190	\$	\$
Total Bid for Services in District 7			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

Slab Pile Locations - DISTRICT 10	Cubic Yards	Unit Price	Extended Amount
Pemiscot County, Route J @ (South City Limits of Hayti)			
Rock Ditch Liner Crushed Quantity Estimate	2000	\$	\$
Total Bid for Services in District 10			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

16.0 ATTACHMENT C: PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated:

FOR OTHERS:

State of domicile:

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

17.0 ATTACHMENT D: MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State **are not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Vendor Name: _____

Vendor Address: _____

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (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 bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his 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 and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method

Missouri Highways and Transportation Commission

17.0 Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. 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.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. 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.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

Missouri Highways and Transportation Commission

17.0 Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. 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.
- b. 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.
- c. 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.
- d. 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.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.

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

- ii. Not less than \$1,000,000 for all claims arising out of a single occurrence.
- 3) Special Hazard Insurance: As required.
- 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the provisions outlined in the solicitation documents.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. 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.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Failure to Execute Contract

- a. Failure to execute the contract within **15 calendar days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department and will also include the completion dates. These dates will be in accordance with the dates shown in the solicitation documents.

Notification of Work by Contractor – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned work schedule as shown in the solicitation documents.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

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

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

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

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.