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REQUEST FOR PROPOSALS

FREIGHT SERVICES – RFP 6-050818

TABLE OF CONTENTS

INTRODUCTION	4
PROPOSAL	4
ACCEPTANCE	4
 SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	
(A) Request for Proposal	5
(B) Background	5
(C) Fiscal Year	5
(D) Contract Period	5
(E) Schedule of Events	6
 SECTION (2): SCOPE OF WORK	
(A) Services	7
(B) Specific Requirements	7
(C) Administration of Program	10
 SECTION (3): AGREEMENT REQUIREMENTS	
(A) MHTC’s Representative	11
(B) Release to Public	11

(C) Assignment.....11
 (D) Status as Independent Contractor11
 (E) Components of Agreement.....11
 (F) Amendments.....12
 (G) DBE/WBE Participation Encouraged12
 (H) Nondiscrimination12
 (I) Bankruptcy.....12
 (J) Law of Missouri to Govern13
 (K) Cancellation13
 (L) Venue.....13
 (M) Ownership of Reports13
 (N) Confidentiality.....13
 (O) Nonsolicitation.....13
 (P) Conflict of Interest.....13
 (Q) Maintain Papers.....14
 (R) Indemnification..... 14
 (S) Insurance..... 14

SECTION (4): PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS
 (1) Pricing and Signature16
 (2) Submission of All Data Required16
 (3) Public Inspection.....16
 (4) Clarification of Requirements16
 (5) Written Questions.....17
 (6) Preparation of Proposals.....17
(B) REQUIRED ELEMENTS OF PROPOSAL
 (1) Experience, Expertise and Reliability17
 (2) Proposed Method of Performance18
 (3) Resolutions.....18
 (4) Cost, Fees and Expenses18
(C) EVALUATION CRITERIA AND PROCESS
 (1) Evaluation Factors19
 (2) Historic Information19
 (3) Responsibility to Submit Information.....19

(D) PRICING

Fee Schedule19

SECTION (5): PRICE PAGE

(A) FEE SCHEDULE.....20

(B) FIRM FIXED PRICE PER MILE24

ATTACHMENT A.....25

EXHIBIT A26

EXHIBIT B27

**STANDARD BID/PROPOSAL PROVISIONS, GENERAL TERMS AND CONDITIONS
AND SPECIAL TERMS AND CONDITIONS28**

LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposal (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) original and five (5) copies of each proposal must be mailed in a sealed envelope to:

Missouri Department of Transportation
Attn: Erin Moritz – General Services - Procurement
Post Office Box 270
Jefferson City, Missouri 65102

or hand-delivered in a sealed envelope to:

General Services Office in the Highway and Transportation Building
830 MoDOT Drive
Jefferson City, Missouri.

Proposals must be returned to the offices of General Services - Procurement at 830 MoDOT Drive **no later than 10:00 a.m., CDT, August 18, 2005.**

To be considered, the proposal must be submitted on the proposal form supplied by the Missouri Department of Transportation. One (1) copy of the proposal form should be retained by the Offeror as its record.

MHTC reserves the right to reject any and all bids for any reason whatsoever.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICING PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

(Date)

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Freight Services to MHTC and the Missouri Department of Transportation (**MoDOT**). Proposals are being solicited from firms who have experience in providing this type of service on behalf of an organization such as MoDOT. Details of the scope of work, proposal format and Offeror selection process are contained in this announcement.
- (B) Background:** As MoDOT strives to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri, it must look for innovative and cost effective ways to provide safe, uninterrupted traffic flow on Missouri's transportation system. In order to achieve this goal, MoDOT must have a reliable transportation service for our freight products.

Proposals are solicited to replace the existing freight services before the renewal period, as USF Dugan has closed its doors. USF Holland will provide interim freight transportation service until the result of this competitive solicitation is awarded and is executed November 1, 2005.

MoDOT does not maintain precise freight transportation usage data in weight or cubic feet; however, the following general information is available:

- The GS Warehouse ships approximately 20 skids per week.
- The IS Warehouse ships approximately 200 skids per year.
- The Sign Shop ships containers and packaged signs, varying in weight and length up to 36' long. Overnight delivery may be made upon four (4) hour verbal notice to the vendor.
- The Materials Lab in Jefferson City receives an average of 2-4 standard pallets of materials samples per day.

(C) Fiscal Year: The fiscal year runs from July 1-June 30.

(D) Contract Period: It is the intent of MoDOT to award the contract(s) for an initial one (1) year period with the option to renew for four (4) additional one (1) year periods at the sole discretion of MoDOT. The contract effective date shall be November 1, 2005 and ends October 31, 2006, with options for renewal.

- (E) Schedule of Events.** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Central Daylight Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

Request for Proposal Issued	July 15, 2005
Deadline for Vendor's Written Questions	July 26, 2005 @ 2:00 p.m., CDT
MoDOT to Issue Responses to Written Questions	August 4, 2005 @ 4:30 p.m., CDT
Opening of RFP – Submission Deadline	August 18, 2005 @ 10:00 a.m., CDT
Recommendation of Award to Awarded Vendor	September 1, 2005 @ 10:00 a.m., CDT
Contract Effective Date	November 1, 2005

**SECTION (2):
SCOPE OF WORK**

- (A) Services:** The Offeror shall provide the following professional services:
Freight pick up and delivery service to and from four (4) locations within Jefferson City and nine (9) locations throughout the State of Missouri. This Request for Proposal is divided into four (4) sections and each section has unique needs and freight classifications. MHTC reserves the right to offer multiple awards for this RFP. MoDOT and Offeror shall develop all necessary contractual agreements prior to Phase One that shall direct and guide the remaining phases. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Offeror. Existing Regional Partners shall be considered during contractual development and similar services shall be offered to them under similar contractual agreements, if they so desire.
- (B) Specific Requirements:** The Offeror will provide to General Services - Procurement one (1) original and five (5) copies of a program proposal which will include the following contractual requirements:
- (1) The company (hereinafter referred to as "carrier") must provide freight transportation services for the Missouri Department of Transportation (hereinafter referred to as "MoDOT") in accordance with the provisions and requirements stated herein.
 - (2) Daily freight pick up service must be available on call as the need arises. This could be a three (3) to six (6) hour notification.
 - (3) The carrier must have trucks available statewide to haul freight.
 - (4) The carrier must have commercial nationwide freight transportation service available. The carrier must be able to provide this service with limited advance notification. This may be accomplished via a nationwide freight subcontractor.
 - (5) The carrier must obtain all permits and make all necessary special arrangements.
 - (6) The carrier must provide transportation services to and from the four (4) MoDOT warehouse/shipping locations in Jefferson City, Missouri (specifically identified in Attachment A) and nine (9) district warehouse locations (specifically identified in Attachment A). Additionally, services

may be required to pick up and deliver products to and from Moberly Correctional Center in Moberly, MO.

- (7) The nine (9) district locations routinely return shipments to the four (4) shipping locations in Jefferson City.
- (8) The carrier must provide tailgate delivery service. The carrier and MoDOT employees cooperation is expected to ensure optimal delivery efficiency. Most freight will be delivered to standard freight docks; however, some freight will be delivered to the ground with the use of MoDOT material handling equipment.
- (9) The carrier must provide MoDOT shipping offices with required preprinted addressed bill of lading/shipping manifest forms.
- (10) The carrier's invoice must be itemized and accurately relate to the bill of lading/shipping manifest. The bill of lading/shipping manifest must include any and all surcharges. Additional charges must be directly related to the shipment of the products and not be in excess of shipment. Any and all applicable fees and surcharges must be included in each Pricing Page and remain in effect through out the contract in order to receive payment for services. If a fee or surcharge is not included on the Pricing Page, MoDOT will not process the expense for payment.
- (11) The carrier must meet pick up timing requirements. Daily loading and unloading will be accomplished between 7:30 a.m. and 3:00 p.m. Freight service will not be on weekends and Missouri State Holidays.

The following days shall be constructed as official holidays under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Day
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

- (13) Performance Requirements – **GS Warehouse Shipping – FAK Class 55**
- (a) The carrier must pick up the GS Warehouse freight from 830 MoDOT Drive, Dock AA, Jefferson City, Missouri. Upon request return shipments must be picked up at the locations listed on Attachment A.
 - (b) Freight must be delivered to its destination within two (2) workdays after pick up.
 - (c) Warehouse freight will be palletized, containerized or bundled.
 - (d) All pallets, containers and bundles must be labeled, weighted and manifested by MoDOT warehouse personnel.
- (14) Performance Requirements – **Information Systems Shipping – FAK Class 85**
- (a) The carrier must pick up Information Systems freight from 830 MoDOT Drive, Dock CC, Jefferson City, Missouri.
 - (b) Statewide freight must be delivered to its destination within two (2) workdays after pick up.
 - (c) Nationwide freight must be delivered to its destination within seven (7) workdays after pick up.
 - (d) Computer hardware freight will be palletized and manifested by MoDOT employees.
- (15) Performance Requirements – **Sign Shop – FAK Class 55 & price per mile**
- (a) The carrier must pick up stock from 754 MoDOT Drive, Jefferson City, Missouri.
 - (b) Statewide freight must be delivered to its destination within three (3) workdays after pick up.
 - (c) The carrier must provide return service of the MoDOT shipping containers listed in Attachment A.
 - (d) The Sign Shop freight will be palletized, containerized or bundled.
 - (e) All pallets, containers and bundles must be labeled, weighed and manifested by MoDOT employees.
 - (f) The nine (9) district locations routinely return shipments to the Jefferson City Sign Shop location. These routine shipments typically consist of empty shipping containers. Additionally,

Moberly Correctional Center in Moberly, MO also receives deliveries.

- (g) Deliveries and pick ups will be made during the normal working hours, 7:30 a.m. through 3:00 p.m., Monday through Friday.
- (h) Usually flat bed trailers and box trucks are needed for freight deliveries.

(16) Performance Requirements – **Materials Lab – FAK Class 55**

- (a) The carrier must pick up and transport Materials freight from the locations noted in Attachment A and 1617 Missouri Blvd., Jefferson City, MO.
- (b) Statewide freight must be delivered to its destination within two (2) workdays after pick up. AM delivery is preferred.
- (c) Materials freight will be palletized, containerized or bundled.
- (d) All pallets, containers and bundles must be labeled, weighed and manifested by MoDOT personnel.
- (e) When possible the carrier should accommodate the lab samples being placed on the back of the freight truck, as to get the samples to the lab as fast as possible.

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

**SECTION (3):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) MHTC's Representative:** MoDOT's Deputy Administrative Officer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the warehouses and shipping locations. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the warehouses and shipping locations throughout the effective period of the Agreement.
- (B) Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) Status as Independent Contractor:** The Offeror 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 MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. 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 RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
 2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subconsultants, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which Executive Order is incorporated herein by reference and is made part of the Agreement. This Executive Order promulgates a Code of Fair Practice for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Offeror shall also comply with all state and federal statutes applicable to the Offeror 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.*).
- (I) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (J) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (K) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (L) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (M) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (N) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (O) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (P) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

(Q) Maintain Papers: The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(R) Indemnification: The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

(S) Insurance:

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- | | |
|-------------------------|--|
| a. General Liability | \$400,000 per occurrence and
\$2,500,000 aggregate; |
| b. Automobile Liability | \$400,000 per occurrence and
\$2,500,000 aggregate |

- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals must be priced, signed and returned (with necessary attachments) to Erin Moritz as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting one (1) original and five (5) copies all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.

To facilitate in the evaluation process, the Offeror is encouraged to organize its proposal into distinctive sections corresponding with the individual evaluation categories described herein. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein. The signed original RFO and all signed amendments should be placed at the beginning of the Offeror's proposal.

3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to:

Erin Moritz

Missouri Department of Transportation

P. O. Box 270, Jefferson City, Missouri 65102,

Phone Number: (573) 526-8194, Fax Number: (573) 526-1218

E-mail Address: Erin.Moritz@modot.mo.gov

5. **Written Questions:** Any pre-submission question(s), comment(s), concern(s) or request(s) for clarification regarding this RFP or proposal requirements must be submitted on or before **2:00 p.m., Central Daylight Time, July 26, 2005**. These must be submitted by facsimile transmission (fax), electronic mail (Email), or in writing to Ms. Erin Moritz at the address or information listed above. No questions regarding the RFP will be entertained after the due date for Written Questions.

6. **Preparation of Proposals:** Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. For ease of review, the proposals should follow the outline in Section 4(B) of this Request for Proposal.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience, Expertise and Reliability.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves. The Offeror must provide the following information related to previous and current services/contracts performed by the Offeror's organization during the **past three (3) years** and any proposed subcontractors similar to the requirements of this RFP. Please utilize Exhibit A of this RFP. You may also use additional pages if you need them.
 - Name, address and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted.
 - Dates of service and contract.
 - A brief, written description of the specific prior services performed and requirements thereof.
 - Length of time the Offeror has been in the same business or similar business. (If there was a previous business, please list the type and duration).
 - Historical information related to the past performance of your business organization.

2. **Proposed Method of Performance.** Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. The Offeror should present a written narrative which demonstrated the method or manner in which the Offeror proposes to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems and plans of proposed action. Please utilize Exhibit B of this RFP. If you need additional room, you may attach more information. Please include some of the following information:
- Information containing number and type of trucks should be noted.
 - Describe the process in which the two (2) day delivery is to be accomplished successfully to the specified locations in Attachment A.
 - Describe the process of how your business organization is going to meet the daily pick up deadline of 3:00 p.m.
 - Describe the process your organization is going to utilize for accurately billing MoDOT and matching the invoice to the bill of lading/manifest. (Please explain how MoDOT will be aware of any surcharges for items on the bill. Make sure to include all surcharges for fuel, Hazmat, etc.).
 - Identify your company's motor freight assets such as type and quantity of equipment and terminal warehouse infrastructure.
 - Describe equipment available, number of claims, custom reports availability, safety rating, Internet tracking capabilities, training of drivers, EDI capability and state coverage.
3. **Resolutions.** Briefly explain how your organization will handle lost, damaged or late freight shipments. MoDOT fully expects the shipments to arrive to its destination exactly how the shipment left the first point of contact. However, if there is a situation where the shipment was lost, damaged or late, how is your organization going to resolve the situation?
4. **Cost, Fees and Expenses.** The objective of cost shall be conducted based upon a total amount cost taken into consideration the following information:
- Utilizing the total cost determined from above, cost points will be determined using a scale of twenty – five (25) percent and the following formula: $(\text{Lowest Responsive Price} / \text{Compared Price}) \times 25 \% = \text{Cost Score Points}$. (Averages will be used to help determine the price of the responses).

- Firm fixed price per mile (this will also be included in the above calculation).
- Determination of cost points shall be computed using separate objective and subjective formulas for weight based and truckload freight.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. Experience, expertise and reliability – 30%
 - B. Proposed Method of Performance – 30%
 - C. Resolutions – 15%
 - D. Cost, Fees and Expenses – 25%
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

(A) FEE SCHEDULE: The Offeror must indicate below all fees for providing services in accordance with the provisions and requirements stated herein.

FREIGHT CATEGORY FOR GS Warehouse Freight				FAK Class 55			
Proposed Percentage Discount	Minimum Charge	< 500 LB	500 LB	1,000 LB	2,000 LB	5,000 LB	10,000 LB
%							
St. Joseph, 64502							
Macon, 63552							
Hannibal, 63401							
Lee's Summit, 65102							
Chesterfield, 63017							
Joplin, 64802							
Springfield, 65801							
Willow Springs, 65793							
Sikeston, 63801							

*****NOTE:** The carrier’s invoice must be itemized and accurately relate to the bill of lading/shipping manifest. The bill of lading/shipping manifest must include any and all surcharges. Additional charges must be directly related to the shipment of the products and not be in excess of shipment. Any and all applicable fees and surcharges must be included in each Pricing Page and remain in effect through out the contract in order to receive payment for services. If a fee or surcharge is not included on the Pricing Page, MoDOT will not process the expense for payment. Proposals will be considered non-responsive, if all fees, expenses and surcharges are not included.

Name and Title (Please print or type)

Signature

FREIGHT CATEGORY FOR Information Systems Freight				FAK Class 85			
Proposed Percentage Discount	Minimum Charge	< 500 LB	500 LB	1,000 LB	2,000 LB	5,000 LB	10,000 LB
		%					
St. Joseph, 64502							
Macon, 63552							
Hannibal, 63401							
Lee's Summit, 65102							
Chesterfield, 63017							
Joplin, 64802							
Springfield, 65801							
Willow Springs, 65793							
Sikeston, 63801							

*****NOTE:** The carrier's invoice must be itemized and accurately relate to the bill of lading/shipping manifest. The bill of lading/shipping manifest must include any and all surcharges. Additional charges must be directly related to the shipment of the products and not be in excess of shipment. Any and all applicable fees and surcharges must be included in each Pricing Page and remain in effect through out the contract in order to receive payment for services. If a fee or surcharge is not included on the Pricing Page, MoDOT will not process the expense for payment. Proposals will be considered non-responsive, if all fees, expenses and surcharges are not included.

Name and Title (Please print or type)

Signature

FREIGHT CATEGORY FOR Sign Shop Freight				FAK Class 55			
Proposed Percentage Discount	Minimum Charge	< 500 LB	500 LB	1,000 LB	2,000 LB	5,000 LB	10,000 LB
%							
St. Joseph, 64502							
Macon, 63552							
Hannibal, 63401							
Lee's Summit, 65102							
Chesterfield, 63017							
Joplin, 64802							
Springfield, 65801							
Willow Springs, 65793							
Sikeston, 63801							

*****NOTE:** The carrier's invoice must be itemized and accurately relate to the bill of lading/shipping manifest. The bill of lading/shipping manifest must include any and all surcharges. Additional charges must be directly related to the shipment of the products and not be in excess of shipment. Any and all applicable fees and surcharges must be included in each Pricing Page and remain in effect through out the contract in order to receive payment for services. If a fee or surcharge is not included on the Pricing Page, MoDOT will not process the expense for payment. Proposals will be considered non-responsive, if all fees, expenses and surcharges are not included.

 Name and Title (Please print or type)

 Signature

FREIGHT CATEGORY FOR Lab. Material Samples Freight				FAK Class 55			
Proposed Percentage Discount %	Minimum Charge	< 500 LB	500 LB	1,000 LB	2,000 LB	5,000 LB	10,000 LB
St. Joseph, 64502							
Macon, 63552							
Hannibal, 63401							
Lee's Summit, 65102							
Chesterfield, 63017							
Joplin, 64802							
Springfield, 65801							
Willow Springs, 65793							
Sikeston, 63801							

*****NOTE:** The carrier's invoice must be itemized and accurately relate to the bill of lading/shipping manifest. The bill of lading/shipping manifest must include any and all surcharges. Additional charges must be directly related to the shipment of the products and not be in excess of shipment. Any and all applicable fees and surcharges must be included in each Pricing Page and remain in effect through out the contract in order to receive payment for services. If a fee or surcharge is not included on the Pricing Page, MoDOT will not process the expense for payment. Proposals will be considered non-responsive, if all fees, expenses and surcharges are not included.

Name and Title (Please print or type)

Signature

PRICING PAGE

(B) Firm Fixed Price Per Mile: \$ _____

*****NOTE:** The carrier's invoice must be itemized and accurately relate to the bill of lading/shipping manifest. The bill of lading/shipping manifest must include any and all surcharges. Additional charges must be directly related to the shipment of the products and not be in excess of shipment. Any and all applicable fees and surcharges must be included in each Pricing Page and remain in effect through out the contract in order to receive payment for services. If a fee or surcharge is not included on the Pricing Page, MoDOT will not process the expense for payment. Proposals will be considered non-responsive, if all fees, expenses and surcharges are not included.

Name and Title (Please print or type)

Signature

ATTACHMENT A

Central Office Locations

GS Warehouse
830 MoDOT Drive, Dock AA
Jefferson City, MO

Information Systems
830 MoDOT Drive, Dock CC
Jefferson City, MO

Sign Shop
754 MoDOT Drive
Jefferson City, MO

Materials Lab
1617 Missouri Blvd.
Jefferson City, MO

Nine District Locations

District #1
St. Joseph, MO 64502

District #2
Macon, MO 63552

District #3
Hannibal, MO 63401

District #4
Lee's Summit, MO 65102

District #6
Chesterfield, MO 63017

District #7
Joplin, MO 64802

District #8
Springfield, MO 65801

District #9
Willow Springs, MO 65793

District #10
Sikeston, MO 63801

EXHIBIT A

Offeror's Experience, Expertise and Reliability

(Please duplicate this Exhibit as needed).

Offeror's Company Name: _____

Prior Services:

Prior Services Performed for and Dates of Service: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Contact Name: _____

Description of Prior Services Performed:

Offeror Company Information:

Length of Time Offeror has been in the same business or similar business:

Historical information related to past performance of your business:



EXHIBIT B

Proposed Method of Performance

(Please duplicate this Exhibit as needed).

Offeror's Company Name: _____

List the number and types of trucks your company has available: _____

Describe the process in which the two (2) day delivery is to be accomplished to all locations specified on Attachment A: _____

Locations and number of terminals in Missouri: _____

Explain your billing, invoicing and shipping manifest process: _____

Describe your company's motor freight assets such as type and quantity of equipment and terminal warehouse infrastructure: _____

Describe number of claims, custom reports availability, safety rating, Internet tracking capabilities, training of drivers, EDI capability and state coverage: _____

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.

Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their

commitments under this clause to any labor union with which they have bargaining or other agreements.

- b. 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.
- c. 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.
- 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 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.

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 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.

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.

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 ~~insure~~ an employee of the MHTC. Therefore, a. 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.

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission

SPECIAL TERMS AND CONDITIONS

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.
 - ii. Not less than \$2,500,000 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.

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.

Award

- a. Award of this bid/quote/proposal will be made on an "Item By Item" basis using the "lowest and best" principle of award

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be readvertised 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. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

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.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of**

one-hundred dollars (\$100.00) per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

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.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel therefrom.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.