BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
3602 North Belt Highway
St. Joseph, Missouri 64506-1399

REQUEST NO.	**NW-12-060**		
DATE	01/11/12		
PAGE NO.	1	NO. OF PAGES	24

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

Tuesday 01/31/12 1:00:00 PM CDT

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

Please see attached equipment rental specifications and counties.

BUYER: Darrel Butcher

BUYER TELEPHONE: 816-387-2469

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation 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 days after receipt of formal purchase order.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Email _____

_____

Fax No.: _____

By (Signature): _____

_____

Type/Print Name _____

Title: _____

NORTHWEST DISTRICT EQUIPMENT RENTAL BID

The Missouri Department of Transportation desires to retain vendors to rent Heavy Equipment such as Dozers, Backhoes, Skid-steers, Loaders, Chippers, etc., on an as needed/if needed basis. **Units should be available and bid prices shall be firm for the bid period from March 1, 2012 through February 28, 2013, with an option for a one (1) year extension period (extension period from March 1, 2013 through February 28, 2014) provided both parties are in agreement.** The contractor must be able to provide equipment (Monday – Friday, excluding state holidays) after being notified that services are required for a project.

This will be a multiple-award bid with the pricing submissions locked in from all vendors for the bid period. Award of this bid will be based on an evaluation of hourly, daily, weekly, and monthly rate prices per piece of equipment per county in the Northwest District with consideration being given to the size of equipment most advantageous to MoDOT to perform individual projects. When equipment is needed the low bidder will be contacted first. In the event the low bidder is contacted and cannot provide the equipment within 24 hours , MoDOT reserves the right to move to 2nd low bidder for that project, then to the 3rd, the 4th, etc., until a vendor can provide the equipment. This process will be repeated for each project. If a contractor consistently turns down equipment requests or cannot meet the on-site delivery requirement, MoDOT reserves the right to award future work to the next low-bidder for the remainder of the bid period.

The identified equipment will be used for maintenance work such as tube replacement, ditching, slide control, channel relocation, and other related maintenance work as needed. Work will be performed at various locations within the counties marked on the attached map. The time required to complete such jobs will vary from project to project and may involve work at multiple sites, requiring movement to and from various locations each day. MoDOT will keep moves to a minimum whenever possible.

All equipment which meet (or exceed) the minimum specifications outlined below, which will be used by MoDOT to complete work under the requirements of the bid, shall be listed in the pricing section on pages 6 - 14.

Payment will be made for each individual project after all work has been completed and a MoDOT representative has verified the billable hours worked on each project with the contractor. Environmental fees, traveling fees, fuel surcharges, delivery/pick-up charges, and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in the quoted prices submitted.

Please provide the pricing information for each county requested below for every unit you can have available for delivery and use during the bid period.

All equipment identified on the bid list shall be maintained prior to delivery to MoDOT. The equipment shall be fueled, oil and fluids topped off, and all filters in a condition adequate to perform for the duration of the rental period. In the event MoDOT incurs these costs at the time of arrival, the costs shall be deducted from the vendor invoice. All rented equipment shall be fueled and washed by MoDOT prior to returning to the vendor.

Since this is a multiple award bid, it is not necessary to submit a bid for every piece of equipment listed. However, in the interests of good competition and to ensure you receive as many opportunities to provide equipment as possible during the bid period, you are encouraged to submit a bid price for as many pieces as possible along with as many counties delivered to as possible.

RENTAL EQUIPMENT SPECIFICATIONS

2.5 to 3.5 Ton Vibratory Smooth Drum Roller

36” maximum width drums, ROPS and seatbelt, cocoa mats or equivalent, drum scrapers, hydrostatic drive and steering systems, and pressurized sprinkler system.

4 to 6 Ton Vibratory Smooth Drum Roller

steel drums on front and back, ROPS and seatbelt, cocoa mats or equivalent, drum scrapers, hydrostatic drive and steering systems, and pressurized sprinkler system.

10 to 12 Ton Vibratory Smooth Drum Roller

steel drums on front and back, ROPS and seatbelt, cocoa mats or equivalent, drum scrapers, hydrostatic drive and steering systems, and pressurized sprinkler system.

Nine Wheel Pneumatic Roller

ROPS and seatbelt, cocoa mats on each tire, hydrostatic drive and steering systems, and wash systems.

Self-Propelled Paver

ROPS and seatbelt, fully automated with variable paving width up to 15’, equivalent to Ingersol Rand Model 3120.

Self-Propelled Power Screen Unit

¾” screen to mill ¾” coal slag and millings, 1” and 11/4” screens available, consists of conveyor belt to off-load material away from machine, and have the ability to be moved by MoDOT truck with pintle hitch, equivalent to Nordberg Model CV100.

Skid-Steer Loader

70HP minimum, 35 GPM minimum auxiliary high flow rate, enclosed cab w/ heat and A/C, 72” bucket, and universal latch.

Sweeper Broom

Attachment for skid-steer, 84” wide with universal mount.

40” Milling Head

Attachment for skid-steer with universal mount.

Self-Propelled Broom w/ Cab

To consist of heat and A/C with a diesel engine.

Wood Chipper

Ability to chip limbs of 10” to 14” in diameter, hydraulic feed system with diesel engine, equivalent to Vermeer BC1000 or BC1500.

Backhoe

Equivalent to New Holland 675E

Motor Grader

145 HP minimum, power-shift w/ direct drive, 8 speed ranges, front steer plus articulated, hydraulic blade lift, pitch, side shift, and circle rotation, equivalent to John Deere 670D.

Dozer

70 to 80 HP with hydrostatic transmission, ROPS and cab, heat and A/C, 10' blade width and 3' blade height.

Mini Excavator

Approximately 50 HP, 25' maximum reach, 15' maximum dig depth, equivalent to New Holland EH80.

Track Hoe

Not to exceed 30,000 lbs., 8'6" maximum width, minimum of 17' digging depth, and minimum bucket width of 30". Unit should be equivalent to a Caterpillar 312D or John Deere 120C.

Wheeled Excavator

Expectations of the machine are: 35,000 to 40,000 lbs. operating weight, over side lift capacity of 7,000 lbs. @ 15 ft., over front lift capacity of 15,000 lbs. @ 20 ft., slab claw in lieu of excavation bucket (would prefer clamping type), dozer blade, four point stabilizer, proper lighting and amber beacon lamp for on-road use, and maximum road speed between 20 and 25 mph.
Possible machine models are: Cat M313D or M315D, Hyundai 170W, Volvo EW160C or EW180C.

Ditcher

Equivalent to Hurricane Ditcher Model 3-PT 26.
Designed to create surface drainage ditches using a tractor.
PTO – 1000 RPM with shear bolts, 26" impeller wheel with a rear shoe for stability, Cat II or III.

Sheep's Foot Vibratory Compactor w/ ROPS

Equivalent to a HAMM 3412HT or 3412HT P.

Road Reclaimer (Rotary Mixer)

Equivalent to a Caterpillar RM 500 Rotary Mixer.

2.5 - 3.5 Ton Roller						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

4 – 6 Ton Roller						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

10 – 12 Ton Roller						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Nine Wheel Pneumatic Roller						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Self-Propelled Paver						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Skid–Steer Loader						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Sweeper Broom						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

40” Milling Head						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Self-Propelled Broom						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Wood Chipper						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Backhoe						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Motor Grader						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Dozer						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Mini Excavator						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Track Hoe						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Self-Propelled Power Screen Unit						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Wheeled Excavator						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	--------
Hour						
Day						
Week						
Monthly						

Ditcher						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Sheep's Foot Vibratory Compactor w/ ROPS						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

Road Reclaimer (Rotary Mixer)						
	Carroll	Chariton	Grundy	Linn	Livingston	Mercer
Hour						
Day						
Week						
Monthly						
	Putnam	Sullivan	-------	-------	-------	-------
Hour						
Day						
Week						
Monthly						

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information
All bidders must furnish ALL applicable information requested below

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

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

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

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

M/WBE Name	Percentage of Contract	M/WBE Certifying Agency

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

Preference Certification
All bidders must furnish ALL applicable information requested below

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

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

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

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

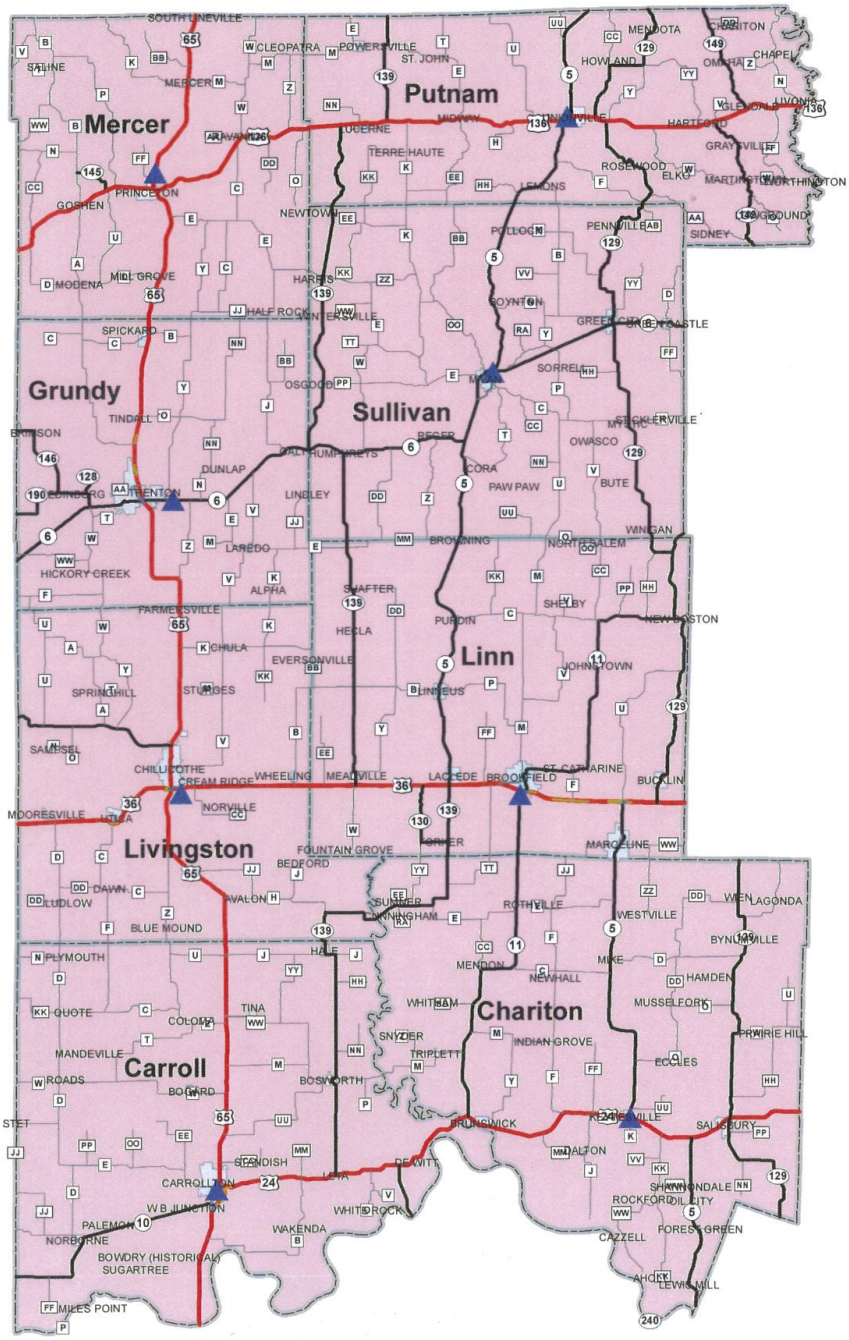
Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

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

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

Veteran Information	Business Information
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

MoDOT Northwest Region
Old District 2 Counties



SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual ( ) partnership ( ) joint venture

( ) corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners, or joint ventures:	Address of each:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

_____ _____

(If using a fictitious name, show this name above in addition to legal names)

_____ _____

(If a corporation, show its name above)

ATTEST: (SEAL)

_____ _____

Secretary Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of
State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ (owner or partner) of _____ (business name), which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

❑ a United States citizen. ❑ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between $500 and $25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than $5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at $25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

_____ Affiant Signature

_____ Affiant's Social Security Number or Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ Notary Public

My commission expires:

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

_____
Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

Missouri Highways and Transportation Commission
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.

g. 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. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

b. 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 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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.

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 exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

a. In the evaluation of bids/quotes/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. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.

d. 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.

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

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

a. General Liability: Not less than $500,000 for any one person in a single accident or occurrence, and not less than $3,000,000 for all claims arising out of a single occurrence;

b. Automobile Liability: Not less than $500,000 for any one person in a single accident or occurrence, and not less than $3,000,000 for all claims arising out of a single occurrence;

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

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

a. All equipment and services bid upon must comply with the attached MoDOT Equipment Specifications and any other provisions outlined in the solicitation documents.

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.

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

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

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.**

Environmental Issues

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.

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 there from.

Prohibition Of Employment Of Unauthorized Aliens:

a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.