



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	12-30-2010	QUOTE DUE BY:	01-14-2011 BY 1:00 PM CST	F.O.B. REQUIREMENTS:	DESTINATION
CONTRACT PERIOD:	NOTICE OF AWARD THROUGH 10/31/2011	QUOTATION No:	Q4-10-039	BUYER NAME /TELEPHONE NUMBER:	ROBIN WARREN 816-347-4111
District Mailing Address & Fax #:	600 NE COLBERN ROAD LEE'S SUMMIT, MO 64086 FAX – 816-622-0070	Project Locations:	As Indicated in Bid Document		

ON-CALL HAULING SERVICES

Cass, Clay, Henry, Jackson, Johnson, Lafayette, Platte and Ray Counties

Scope of Work

- On-Call Hauling Services for materials such as sodium chloride (salt), aggregates (rock), premix, haydite, sand, etc. between facilities within MoDOT's District 4 counties, as listed above, on an "As Needed Basis".
- Vendors will be paid a flat rate for each call out, as a mobilization fee, to cover the costs of putting equipment and manpower in place at the originating point and returning at the completion of the project. In addition, a "per-mile" rate for the mileage involved in hauling materials from origin to destination only. Quoted rates will be provided on a county by county basis on the Pricing Page - See Page 5.
- Award of this RFQ will not be made to a specific vendor, but all vendors who respond with pricing and other required documentation will be **pre-approved/pre-qualified**, with their pricing locked in according to their quoted pricing. A haul rate chart with contact information and haul rate information will be issued so MoDOT District 4 personnel can select from the available vendors. The selection will be based upon which quotation is most economical dependent upon the specific situation, when needs for this service arise.
- NOTE: Pre-approval/pre-qualification and listing on the haul rate chart, by responding to this RFQ, does not guarantee any work during the contract period, if services are not needed.
- When a need for the service arises, MoDOT will determine the amount of materials to be hauled from the originating county (pick up point) to the destination (delivery point) and compute the number of trips required to complete the movement (based upon an average of 25 tons per load) and the mileage involved (based upon MapQuest or similar computation method). Then, based upon the quotes received from the vendors in the haul rate chart, MoDOT will determine the "low bidder" for each project and contact that vendor to work out the details of the specific job with the vendor (materials/tonnage requirements, number of units needed, time frame allowed for completion of work, routes and actual mileage, etc.)

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

All responses to this Request for an Informal Quotation **MUST** be submitted on this form and all pages **MUST** be returned to the Buyer listed above at the District fax number 816-622-0070.

Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

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.

VENDOR NOTES

VENDOR INFORMATION

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

Is your company registered/certified with the State of Missouri as a (please circle): Is your firm MBE Certified? Is your firm WBE Certified? <i>If your company would like more information on becoming a registered/certified MBE/WBE vendor contact Office of Administration's Office of Equal Opportunity toll free at 877-259-2963.</i>	Yes Yes	<input type="checkbox"/> <input type="checkbox"/>	No No	<input type="checkbox"/> <input type="checkbox"/>
---	------------	--	----------	--

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

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

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

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

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

BY (signature required): _____

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

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

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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.

Definitions:

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.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran's Signature

Service-Disabled Veteran Business Name

Missouri Address of Service-Disabled Veteran Business

PRICING PAGE

County	Call Out Fee (Mobilization Cost Per Unit)	Mileage Rate (Per mile cost)	***Minimum Notification Time
Cass			
Clay			
Henry			
Jackson			
Johnson			
Lafayette			
Ray			

*****Minimum Notification Time - How much notice is needed to mobilize and begin hauling?**

Number of trucks available to haul materials: _____

MoDOT facilities do not have scales, so no weighing of material will be required. We expect haulers and MoDOT loading crews to use their knowledge of truck capacities, materials and loading capabilities to ensure trucks are loaded to capacity without exceeding legal weight limits (averaging 25 tons per load).

Demurrage

MoDOT will be allowed one-half (1/2) hour for loading/unloading each truckload of material free of demurrage, from the start time agreed to between MoDOT and the vendor, when services are requested. If MoDOT delays the vendor from loading/unloading material for greater than one-half (1/2) hour, the vendor shall be compensated at the rate of \$60 per hour, computed to the nearest 15 minutes.

However, the vendor is given the same allowance for performance and delay on the vendor's part exceeding one-half (1/2) hour will allow for MoDOT to be compensated at the same rate for demurrage.

It is expected MoDOT and vendors will communicate and work together if delaying situations occur.

Fluctuating Market Conditions / Seasonal Availability Changes

Prices quoted in response to this RFQ shall be **FIRM** for the contract period. However, MoDOT District 4 recognizes current economic conditions and market fluctuations have an impact on vendor's ability to quote and lock-in pricing for this service. **Therefore, vendors will be allowed to submit revised prices to the MoDOT District 4 Procurement Office, no later than 1:00 PM on the last Monday of each month.** Revisions received will go into effect the first day of the following month.

When revised prices/terms are received, an updated haul rate chart will be prepared. This will be posted when the revised prices/terms go into effect. Revised prices/terms replace previously quoted prices/terms and shall be **FIRM** for the next full month and/or for the remainder of the contract period, if no other revisions are received. We believe this is the fairest way to obtain competitive pricing while allowing vendors to account for changes in market conditions, which can affect haul rates, on a monthly basis.

**DISTRICT 4
BUILDING ADDRESSES & LOCATIONS**

BUILDING	ADDRESS	TELEPHONE	LOCATION
Archie	34819 S. Butcher Rd. Archie, MO 64725	816-293-5822	Rt. A, 1000' West of Archie City Limits
Beacon	3707 Beacon Ave. Kansas City, MO 64127	816-923-1382	½ mile West of Manchester Trway off of Stadium
Belton	17321 Peculiar Drive Belton MO 64012	816-322-3868	Jct. Rt. 71 & 58, West Outer Road
Blue Springs (Special Ops)	US Hwy 40 Blue Springs, MO 64015	816-229-3540	Between EB US-40 and WB US-40, 1 mile west of Mo Route 7
Chouteau	3500 Chouteau Trafficway Kansas City, MO 64117	816-467-7974	Rt. 269, 0.3 miles N of Chouteau Bridge
Clinton	1047 Gaines Drive Clinton, MO 64735	660-885-4022	County Road N of Rt. 7, 0.1 mile W of Jct. 7 & 52
Concordia	601 N. Main Concordia, MO 64020	660-463-2522	Rt. 23, 0.1 miles N of Jct. I-70 & Rt. 23
Excelsior Springs	1900 W. 69 Hwy Excelsior Springs, MO 64024	816-630-6576	Rt. 69, .02 miles N of Bus. Rt. 69
Grain Valley	40 Highway and Barr Road Grain Valley, MO 64029	816-622-0502	Barr Road, 500 ft N of 40 Highway on W side
Harrisonville	27821 S. State Rt. 7 Harrisonville, MO 64701	816-380-3721	2 miles S of Rt. 71 on Rt. 7
Higginsville	1201 W. 22 nd Street Higginsville, MO 64037	660-584-7622	Rt. 13, W. side, 0.1 miles S. of Jct. 13 & F
Holden	401 E. 10 th Street Holden, MO 64040	816-732-5581	Rt. 58, E city limits of Holden
Holmes Park (SCSC)	4900 E 87 th Street Kansas City, MO 64132	816-889-3760	¾ mile W of I-435 on 87 th Street
Independence	910 N. 291 Hwy Independence, MO 64051	816-220-6625	0.5 miles N of 24 Hwy.
Kearney	301 W. 92 Hwy Kearney, MO 64060	816-628-5636	0.2 miles E of I-35 on Rt. 92
Knob Noster	143 NE 23 Hwy Knob Noster, MO 65336	660-563-3066	0.5 miles N of 50 Hwy on Rt. 23
Lee's Summit Maintenance	3050 NE Independence Ave. Lee's Summit, MO 64064	816-622-0502	W Outer Road of 470 between Woods Chapel and Colbern Road
Lexington Rural Bridge	11618 Hwy 24 Lexington, MO 64067	660-259-2133 660-259-2014	Rt. 24, 1 mile W of Rt. 13
Liberty	410 N. Church Road Liberty, MO 64068	816-781-2113	On NW outer road at Rt. I-35 & 152
Millville	18613 Hwy. E Richmond, MO 64085	816-470-5420	Rt. E, 0.1 miles N of Rt. K
Nashua	1910 NW Cookingham Dr Kansas City, MO 64155	816-437-3510	I-435 & Cookingham Dr
Northmoor	5248 Waukomis Dr. Kansas City, MO 64151	816-741-0447	Rt. AA, 0.5 miles N of Jct. 69 & AA
Oak Grove	301 SE 1 st St Oak Grove, MO 64075	816-690-4212	SE outer road, Jct. I-70 & F
Odessa	7353 Outer Road Odessa, MO 64076	816-230-7712	NW outer road, 0.4 miles E of Jct. I-70 & 131
Platte City	16105 Elm Grove Rd. Platte City, MO 64079	816-858-2731	0.2 miles E of I-29 & 371

BUILDING	ADDRESS	TELEPHONE	LOCATION
Pleasant Hill	1109 Rt. V V Pleasant Hill, MO 64080	816-540-2719	Rt. V V, 3/8 mile E of Rt. 7
Richmond	42896 Old Hwy 10 Richmond, MO 64085	816-470-6306	Rt. 10, 2.0 miles E of city limits
Roadsides	5117 E 31 st St. Kansas City, MO 64128	816-889-3269	31 st & Van Brunt
Stadium	9101 E. 40 th Terrace Kansas City, MO 64133	816-358-4914	SE outer road at I-70 & Blue Ridge Cutoff
Urich	726 NW 1271 Outer Road Urich, MO 64788	660-638-4411	Rt. 7, 0.1 miles E of Jct. Rts. 7 & B
Warrensburg	8 NE 375 Warrensburg, MO 64093	660-543-7936	Rt. 13, 2.8 miles N of Jct. Rts. 13 & 50
Windsor	1172 NE Hwy 52 Windsor, Mo 65360	660-647-2436	Rt. 152, 1.0 miles NE of Jct. Rts. 52 & 2
4 th & Cherry (Mulberry)	650 Mulberry Kansas City, MO 64101	816-889-2115	From north side of I-70 and Broadway west to Woodsweather, left to Mulberry, left one block on the right
3 Acre Lot	Hwy H and I-29 Dearborn, MO	816-858-2731	Rt. H, NW corner of I-29 and Rt. H
Route N Lot	8625 NW Hwy N Kansas City, MO 64153	816-858-2731	Rt. N, 1 mile N of I-435

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.

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

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.

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

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.

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

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 services bid upon must comply with the provisions outlined in the solicitation documents.

Information and Reports

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

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

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

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.

Construction Safety Program

- a. Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

