

Scope of Work

The contractor shall supply all necessary material, equipment, and labor to install chain link security fencing at the St. Robert MoDOT facility per specifications contained herein and placed as indicated by MoDOT personnel.

The total length of fencing required will be 262 linear feet +/- of 6' tall fencing that will be broke down into the following two fencing segments.

1st segment will require a straight run of 136 linear feet +/- of 6' tall fencing with a 40' +/- gate opening with a sliding gate.

2nd segment will require 126 linear feet +/- of 6' tall fencing with a radius around a corner in the middle.

Please note that contractor will be responsible for contacting Dig Rite to locate utilities.

Drilling into asphalt will be required for corners and gate posts.

Annual Wage Order #17 for Pulaski County will apply.

Certificate of Good Standing

All respondents must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. All bidders must be in good standing prior to issuance of "Notice to Proceed". Secretary of State (573) 751-4936 or <http://www.sos.mo.gov/business/corporations/onlineServices.asp>

HB600 Compliance

All respondents must be in compliance with House Bill 600, Section 23.060 RSM0, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSM0 144. Department of Revenue (573) 751-9268 or <http://dor.mo.gov/tax/business/sales/hb600.htm>

SECTION 02830

CHAIN LINK FENCES

PART 2 PRODUCTS

2.1 DIMENSIONAL DATA

- A. General:
1. Pipe sizes indicated are commercial pipe sizes.
 2. Tube sizes indicated are nominal outside dimensions.
 3. H-section sizes indicated are normal flange dimensions.
 4. Roll-formed section sizes indicated are the nominal outside dimensions.

2.2 GALVANIZING

- A. On steel framework and appurtenances, provide galvanized finish with not less than the following weight of zinc per sq ft.
1. Pipe: 1.8 oz, complying with ASTM A120.

2. H-sections and square tubing: 2.0 oz, complying with ASTM A123.
3. Hardware and accessories: Comply with Table I of ASTM A153.
4. Fabric: 2.0 oz, complying with class II of ASTM A121.

2.3 FABRIC

- A. Provide number 9 gauge or 0.148" wires in 2" mesh, with top and bottom selvages twisted and barbed.
- B. Provide fabric in one-piece widths.

2.4 POSTS, RAILS AND ASSOCIATED ITEMS

- A. End, corner, slope and pull posts: Provide at least the following minimum sizes and weights:

Material and dimensions:	Lbs per linear ft:
Pipe, 2.875" O.D.	5.79
Tubing, 2-1/2" square:	5.70
Roll-formed section, 3-1/2" x 3-1/2":	5.14

- B. Line posts: Provide minimum sizes and weights as follow:

Material and dimensions:	Lbs per linear ft:
Pipe, 2.375" O.D.	3.65
H-section, 2.25" x 1.95 x 0.143	1.95

- C. Gate posts: Provide gateposts for supporting single gate leaf or one leaf of a double gate installation, for nominal gate widths as follows:

Materials and dimension:	Lbs per linear ft:
Pipe, 4" outside dimension:	9.10
Tubing, 3" square:	9.10
H-section, 4":	14.00

 1. Over 13 feet wide, and up to 18 feet wide: Use 6.625" outside diameter pipe weight in 14.0 lbs per linear ft.
 2. Over 18 feet wide: Use 8.625" outside diameter pipe weighting 24.70 lbs per linear ft.

- D. Top rails:
 1. Use 1.660" outside diameter pipe weighing 1.80 lbs per linear ft; or
 2. Use 1.625" x 1.25" roll-formed sections weighing 1.35 lbs per linear ft.
 3. Provide in manufacturer's longest lengths, with expansion type couplings approximately 6" long for each joint.
 4. Provide means for attaching top rail securely to each gate, corner, pull, slope and end post.

- E. Post brace assemblies:
 1. Provide at end and gate posts, and at both sides of corner, slope and pull posts, with the horizontal brace located at mid-height of the fabric.
 2. Use 1.660" outside diameter pipe weighing 1.80 lbs per linear ft for horizontal brace.
 3. Use 3/8" diameter rod with turnbuckle for diagonal truss.

- F. Tension wire:
 1. Provide number 7 gauge galvanized coiled spring wire at bottom of fabric.

- G. Post tops:
 1. Provide steel, wrought iron or malleable iron, designed as weather tight closure cap.
 2. Provide one cap for each post.
 3. Provide caps with openings to permit through passage of top rail.

- H. Stretcher bars:

1. Provide one-piece lengths equal to full height of fabric, with a minimum cross-section of 3/16" x 3/4".
2. Provide one stretcher bar for each gate and end post and two for each corner, slope and pull post, except where fabric is woven integrally into the post.

I. Stretcher bar bands:

1. Provide steel, wrought iron, or malleable iron, spaced not over 15" on centers, to secure stretcher bars to end, corner, pull, slope and gate posts.
2. Bands may be used also with special fittings for securing rails to end, corner, pull, slope and gate posts.

2.5 GATES

A. General:

1. Fabricate gate perimeter frames of tubular members.
2. Provide additional horizontal and vertical members to assure proper operation of the gate, and for attachment of fabric, hardware and accessories.
3. Space so frame members are not more than 8 feet apart.
4. Fabricate gate frames from:

Material and dimensions:	Lbs per linear ft:
Pipe 1.90" outside diameter:	2.72
Tubing, 2" square:	2.60

B. Fabrication:

1. Assemble gate frames by welding with special malleable or pressed steel fittings and rivets for rigid connections.
2. Use same fabric as used in the fence.
3. Install fabric with stretcher bars at vertical edges as a minimum.
4. Attach hardware with rivets or by other means that will provide security against removal and breakage.
5. Attach hardware with rivets or by other means that will provide security against removal and breakage.

C. Gates:

1. Sliding Gates:

- a. Sliding gates shall conform to the requirements of ASTM F 1184.

Cantilever Slide Gates: Provide manufacturer's standard top rail incorporating track for top roller guideposts to keep gate on rollers. External rollers shall have ungreased fittings; internal rollers shall have sealed lubricant ball bearings. Gates shall be manufactured to prevent sagging. Fabric shall be the same size and finish as the fence and shall be applied to the entire gate. Provide a lockable positive latch and other hardware and accessories as required.

2.6 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. Wire ties:

1. For tying fabric to line posts, use number 9-gauge wire ties spaced 12" on centers.
2. For tying fabric to rails and braces, use number 9-gauge wire ties spaced 24" on centers.
3. For tying fabric to tension wire, use number 11 gage hog rings spaced 24" on centers.
4. Manufacturer's standard wire ties will be acceptable if of equal strength and durability.

B. Concrete: Comply with provisions of Section 03300 for 2500 psi concrete.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. General:
 - 1. Install posts at a maximum spacing of 10 feet on centers.
 - 2. Install corner or slope posts where changes in line or grade exceed a 30-degree deflection.
- B. Excavating:
 - 1. Drill holes for post footings in firm, undisturbed or compacted soil, strictly adhering to the dimensions and spacing shown.
 - 2. Post hole dimensions:
 - a. Provide 30" deep by 8" diameter foundations for line posts for 5-foot fabric height and less.
 - b. Provide 36" deep by 8" diameter foundations for line posts for fabric heights exceeding 5 feet.
 - c. Provide 36" deep by 12" diameter foundations for all other posts.
 - 3. Spread soil from excavations uniformly adjacent to the fence line or on adjacent areas of the site if so directed.
 - 4. When solid rock is encountered near the surface, drill into rock at least 12" for line posts and at least 18" for end, pull, gate and corner posts. Drill hole at least 1" greater diameter than the largest dimension of the post to be placed.
 - 5. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed minimum depths specified above.
- C. Setting posts:
 - 1. Remove loose and foreign materials from sides and bottoms of holes and moisten soil prior to placing concrete.
 - 2. Center and align posts in holes.
 - 3. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation.
 - 4. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
 - 5. Trowel tops of footings, and slope or dome to direct water away from posts.
 - 6. Extend footings for gateposts to the underside of bottom hinge.
 - 7. Set keeps, stops, sleeves and other accessories into concrete as required.
 - 8. Keep exposed concrete surfaces moist for at least seven days after placement, or cure with membrane curing material or other curing method approved by the Architect.
 - 9. Gout-in those posts that are set into sleeved holes, concrete constructions or rock excavations, using non-shrink Portland cement grout or other grouting material approved by the Architect.
- D. Concrete strength:
 - 1. Allow concrete to attain at least 75% of its minimum 28-day strength before rails, tension wires and/or fabric is installed.
 - 2. Do not, in any case, install such items in less than seven days after placement of concrete.
 - 3. Do not stretch and tension fabric and wire and do not hang gates, until concrete has attained its full design strength.
- E. Rails and bracing:
 - 1. Install fence with a top rail and bottom tension wire.
 - 2. Install top rails continuously through post caps or extension arms, bending to radius for

curved runs.

3. Provide expansion couplings as recommended by the fencing manufacturer.
4. Provide bracing to the midpoint of the nearest line post or posts at all end, corner, slope, pull and gate posts.
5. Install tension wires parallel to the line of fabric by weaving through the fabric and tying to each post with not less than number 6 gage galvanized wire or by securing the wire to the fabric.

F. Installing fabric:

1. Leave approximately 2" between finish grade and bottom selvage.
2. Excavate high points in the ground to clear the bottom of the fence.
3. Place and compact fill to within 1" of the bottom of the fabric in depressions.
4. Pull fabric taut and tie to posts, rails, and tension wires.
5. Install fabric on outward side facing side of fence, and anchor to framework so that the fabric remains in tension after pulling force is removed.
6. Install stretcher bars by threading through or clamping to fabric on 4" centers and secure to posts with metal bands spaced 15" on centers.

G. Installing gates:

1. Install gates plumb, level and secure for full opening without interference.
2. Install ground-set items in concrete for anchorage in accordance with the fence Manufacturer's recommendations as approved by the Architect.
3. Lubricate and adjust the hardware for smooth operation.

H. Miscellaneous:

1. Use U-shaped tie wires, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns.
2. Bend ends of wire to minimize hazards to persons and clothing.
3. Fasteners:
 - a. Install nuts for tension band and hardware bolts on side of fence opposite fabric side.
 - b. Peen the ends of bolts to prevent removal of nuts.
1. Repair coatings damaged in the shop or field erection, using a hot-applied repair compound applied in accordance with its manufacturer's recommendations as approved by the Architect.

END OF SECTION

VENDOR NOTES

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #: Federal ID #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

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

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 Business Name
<i>Service-Disabled Veteran's Signature</i>	Missouri Address of Service-Disabled Veteran Business

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. 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.
- d. 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.

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.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Pulaski**. The Annual Wage Order **#17** may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment.