



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

**THIS IS NOT AN ORDER
 REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: DECEMBER 9, 2008	BID DUE BY (DATE AND TIME): DECEMBER 30, 2008: 1:00PM	F.O.B. REQUIREMENTS: DESTINATION SEE DELIVERY LOCATION(S) PAGE 3
TO BE COMPLETED BY: AS-NEEDED DURING CONTRACT PERIOD	Bid #: D7-09-029 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. RETURN IN A SEALED ENVELOPE	BUYER NAME: CHRIS STEPHENS 3901 E. 32 ND STREET JOPLIN, MO 64804
District Mailing Address: Missouri Department of Transportation – District 7 General Services (Procurement) Division 3901 E. 32 nd Joplin Mo. 64801		Delivery Location(s): Various See Page (3)

SCOPE OF WORK

The Missouri Department of Transportation located at 3901 East 32nd Street, Joplin, MO will be accepting sealed bids for **Concrete Culvert Pipe- Firm Fixed Pricing** for all sizes of Pipe listed on **page 2**. The Concrete Culvert Pipe will be purchased on an As-Needed, If-Needed basis. Please price delivery fees to all locations in District 7 (see page 3) if it is not included in your unit price. If your company will not deliver to any specified location, please identify those locations. The pipe must have a smooth outside exterior with no belled ends and meet Missouri Departments Highway Specifications, MGS 92-10B and Section 1026 (see attached). The Concrete Pipe must be available on-site within 5 working days (Monday-Friday, excluding state holidays) after being notified that products are required for a project. **This pricing will be effective January 1, 2009 through December 31, 2009** with the option of extending the contract agreement for Two (2) additional one-year periods, or any portion thereof providing both parties agree.

In the event delivery locations are limited by the lowest bidder this could be a multiple-award contract, with pricing submissions locked-in from various vendors for the contract period. Award of this bid will be based on an evaluation of pricing, availability and delivery costs. When Concrete Culvert Pipe is needed, the low bidder will be contacted first. In the event the low-bidder is contacted and cannot provide the product, MoDOT reserves the right to move to 2nd low-bidder for that project (or the 3rd, 4th, 5th low-bidder, etc.). If a vendor consistently turns down orders or cannot meet the 5 working day on-site requirement, MoDOT reserves the right to award future orders to the next low-bidder for the remainder of the contract period.

VENDOR NAME:

Please provide cost per unit on page 2 with joint section size identified. **A Separate page has been included in the event that shipping costs are separated from the unit price and is based on destination, see page 3 for those costs to be identified.**

CONCRETE CULVERT PIPE PRICING

Specify **ALL** Counties or **Specific** counties/locations on next page. If not specified, MoDOT will assume your company will deliver in all counties/locations in District 7.

Concrete Culvert Pipe - Pricing Agreement Jan 1, 2009- Dec 31, 2009 - With option for 12-24 month extension if agreed upon by both parties.						
D7-09-029						
VENDOR	Unit	Qty	Unit Per Unit	Joint Section Size	Shipping-pg 4	Final Cost
* Shipping costs based on destination should be included on next page						
Round Pipe, Class III						
12" RCP	LF	1.00	\$		\$	\$
15" RCP	LF	1.00	\$		\$	\$
18" RCP	LF	1.00	\$		\$	\$
21" RCP	LF	1.00	\$		\$	\$
24" RCP	LF	1.00	\$		\$	\$
30" RCP	LF	1.00	\$		\$	\$
36" RCP	LF	1.00	\$		\$	\$
42" RCP	LF	1.00	\$		\$	\$
48" RCP	LF	1.00	\$		\$	\$
Flared End Sections						
12" RCP, Flared End	EA	1.00	\$		\$	\$
15" RCP, Flared End	EA	1.00	\$		\$	\$
18" RCP, Flared End	EA	1.00	\$		\$	\$
21" RCP, Flared End	EA	1.00	\$		\$	\$
24" RCP, Flared End	EA	1.00	\$		\$	\$
30" RCP, Flared End	EA	1.00	\$		\$	\$
36" RCP, Flared End	EA	1.00	\$		\$	\$
42" RCP, Flared End	EA	1.00	\$		\$	\$
48" RCP, Flared End	EA	1.00	\$		\$	\$
Tapered End Sections						
15" RCP, Tapered End	EA	1.00	\$		\$	\$
18" RCP, Tapered End	EA	1.00	\$		\$	\$
24" RCP, Tapered End	EA	1.00	\$		\$	\$
Horizontal Elliptical, Class III						
14" X 23", (18"	LF	1.00	\$		\$	\$
19" X 30", (24"	LF	1.00	\$		\$	\$
24" X 38", (30"	LF	1.00	\$		\$	\$
29" X 45", (36"	LF	1.00	\$		\$	\$
34" X 53", (42"	LF	1.00	\$		\$	\$
38" X 60", (48"	LF	1.00	\$		\$	\$
43" X 68", (54"	LF	1.00	\$		\$	\$
Horizontal Elliptical, Tapered End Section						
14" X 23", (18"	EA	1.00	\$		\$	\$
19" X 30", (24"	EA	1.00	\$		\$	\$
24" X 38", (30"	EA	1.00	\$		\$	\$
29" X 45", (36"	EA	1.00	\$		\$	\$
34" X 53", (42"	EA	1.00	\$		\$	\$
Other / or Comments						

MoDOT District 7 Locations

Locations for Delivery

BUILDING	ORG	911 ADDRESS	PHONE	DELIVERY COSTS	COMMENTS
ADRIAN	701	Rte.18, 1/4 mi e/o Rt. 71, Adrian, MO 64720	816-297-2161		
ANDERSON	703	5511 State Hwy 59, Anderson, MO 64831	417-845-6111		
APPLETON CITY	704	110 S. Mapleton, Appleton City, MO 64724	660-476-5611		
AVILLA	706	Mo.St.Hwy.Dept.9786 State Hwy 37, Avilla, MO 64833	417-246-5757		
BUTLER	707	Box 223, Butler, MO 64730	660-679-6331		
CARL JUNCTION	708	608 E Pennell, Carl Junction, MO 64834	417-649-7224		
CARTHAGE	709	16623 Inca Road, Carthage, MO 64836	417-359-1507		
CASSVILLE	710	Rt. 5, Box 5357, Cassville, MO 65625	417-847-2612		
COLLINS	711	1501 So. Hwy.13, Collins, MO 64738	417-275-4328		
DADEVILLE	712	Hwy 245 So. Box 1096, Dadeville, MO 65635	417-995-2101		
EAGLE ROCK	713	HC 81, Eagle Rock, MO 65641	417-271-3408		
ELDORADO SPGS	714	RR2, Box 120, Eldorado Springs, MO 64744	417-876-4232		
GOLDEN CITY	715	408 Vine Street, Golden City, MO 64748	417-537-4431		
GRANBY	716	12546 Hwy. B, Granby, MO 64844	417-472-3505		
GREENFIELD	717	Rt. 2, Box 38B, Greenfield, MO 65661	417-637-5351		
JASPER	719	19796 So. Rd. 134, Jasper, MO 64755	417-394-2333		
JENKINS	720	HCR2, Box 1A, Jenkins, MO 65605	417-574-6458		
JOPLIN	721	2800 Stephens Blvd., Joplin, MO 64804	417-629-3169		
LAMAR	722	67 SE 1st Lane, Lamar, MO 64759	417-682-2965		
LIBERAL	723	197 No. Hwy 43, Liberal, MO 64762	417-843-2515		
LONGVIEW	724	16393 State Hwy 76, Rocky Comfort, MO 64861	417-628-3673		
MONETT	725	Rte 2 Box 164AA, Monett, MO 65708	417-476-2595		
MT. VERNON	726	1001 Spring Park Blvd., Mt. Vernon, MO 65712	417-466-2401		
NEOSHO	727	1300 S. Neosho Blvd., Neosho, MO 64850	417-451-7007		
NEVADA	728	601 W. Outer Rd. No., Nevada, MO 64772	417-448-1393		
NOEL	729	14598 W. Street Hwy. 90, Noel, MO 64854	417-475-3336		
OSCEOLA	730	5371 NE Bus Hwy.82, Osceola, MO 64776	417-646-8130		
PHELPS	731	8151 Hwy. 96, La Russell, MO 65707	417-452-3848		
RICH HILL	733	PO Box 30, Route 2, Rich Hill, MO 64779	417-395-2446		
RICHARDS	732	Rte. Z @ Rte. H, Richards, MO 64778	417-927-3411		
SARCOXIE	734	1617 High Street, Sarcoxie, MO 64865	417-548-3412		
SENECA	735	Hwy 43, Box 13382, Seneca, MO 64865	417-776-2664		
SHELDON	736	307 No. 8th, Sheldon, MO 64784	417-884-5215		
STOCKTON	737	13998 W. Hwy 32, Stockton, MO 65785	417-276-3417		
WALKER	738	RR1, Box 234, Walker, MO 64790	417-465-2264		

SPECIAL TERMS AND CONDITIONS

INSURANCE / CERTIFICATE OF INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

- 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
- 2) Public **Liability** (includes property damage and personal injury)
 - a) Not less than \$400,000 each individual per accident or occurrence.
 - b) Not less than \$2,500,000 each accident or occurrence.
- 3) Special Hazard Insurance: As required.

The Bidder will need to provide, **included with the response to this Request For Bid**, a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E 32nd Street
Joplin Mo. 64801

MISSOURI NO TAX DUE

Contractors must submit a copy of their "Vendor No Tax Due" letter. Prior to MoDOT issuance of a purchase order and/or notice to proceed, contractors must provide verification of either being registered to collect sales and/or use tax in Missouri, or not making retail sales of tangible personal property or providing taxable services in Missouri. Contractors must verify such by submitting an official "Vendor No Tax Due" letter issued by the Missouri Department of Revenue. The Missouri Department of Revenue will issue the "Vendor No Tax Due" letter if you are properly registered to collect and have properly remitted sales and/or use tax, or if it determines you are not making retail sales in Missouri. You may obtain a "Vendor No Tax Due" letter by contacting the Missouri Department of Revenue. Information regarding House Bill 600, Section 34.040.6 RSMo, is available on the Department of Revenue's website at: <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

CERTIFICATE OF GOOD STANDING

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder will need to provide, **included with the response to this Request For Bid**, a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

INVOICING

Payment will be made for load of pipe delivered. The invoice shall be submitted to Chris Stephens: MoDOT, 3901 E. 32nd Street, Joplin MO 64804. Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your bid price.

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 #:
Email Address:	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):	
	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

FEDERAL I.D. NUMBER _____

All responses to this Request for Concrete Culvert Pipe – Fixed Pricing Agreement must be submitted on these forms or attached pricing page with this bid number identified and **ALL pages and requested documents MUST be returned IN A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or on the mailing label**, 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.

Note: If any of the “Standard Solicitation Provisions” on the following pages conflict with the requirements outlined in this Request For Bid, the RFB requirements will supercede those below.

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

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

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract

amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

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

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

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

Preferences

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

- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

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

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

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

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Information and Reports

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

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): **all counties in District 7**. The Annual Wage Order # **For specific County of Project** 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. The successful vendor must provide a lien waiver from all material suppliers.

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.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO QUOTE FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.
THANK YOU**

NO QUOTE

Date: _____

TO: Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E. 32nd Street
Joplin, MO 64804
(417) 629-3226-Fax

FROM: _____

Our Company is submitting “No Quote” on RFQ# _____ for the reason(s) indicated

- Product or service is not available or cannot meet the required specifications
- Other obligations - cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:

Company Contact Person: _____ Phone # _____

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name for your bidder’s list for this product service