

**BID FORM** MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
3901 E. 32<sup>nd</sup> STREET  
JOPLIN, MO 64804

REQUEST NO.	D7-09-021
DATE	October 30, 2008
PAGE NO.	1
NO. OF PAGES	14

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

**November 18, 2008, 1:00 PM CST**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**  
Submit net bid as cash discount stipulations will not be considered  
See page 7 for pricing page and facility locations

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

**BUYER:** Chris Stephens **BUYER TELEPHONE:** (417) 629-3404

**SUPPLIES OR SERVICES**

**TRASH COLLECTION AND DISPOSAL SERVICES**

Price agreement for Contractors to supply Containers and Service for Trash Receptacles in various locations through out District 7. (See page 7).

Each location on the attached sheets is to be considered a separate bid. It is not necessary to bid all locations. Award will be made on **“Individual Location”** basis.

Quotations with a rental fee shown separately will not be considered.

Prices will remain firm from December 1, 2008 through December 31, 2009

Contract Extension: The Missouri Department of Transportation shall have the right, if mutually agreed to, to extend the contract period for two (2) one-year extensions.

Prices quoted shall be a daily, weekly, semi-weekly, semi-monthly and/or on-call bid price and shall include all applicable costs such as, but not limited to, rental fees, MO landfill taxes, etc.

Container will be emptied without notification unless identified otherwise for specific situations and /or locations.

The vendor may submit suggested schedules as a separate attachment to the pricing page, with MoDOT having final decision on an appropriate schedule per facility.

Services will be requested to be Monday through Friday during winter months and Monday through Thursday during summer months with the exceptions of Holidays and from 8:00 am to 3:30 p.m. due to the fact that many containers are located in locked facilities and can only be retrieved during normal business hours.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within 3 days after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES DIVISION  
JOPLIN, MISSOURI**

October 30, 2008

**GENERAL SERVICES:** Bids for TRASH COLLECTION AND DISPOSAL SERVICES

**Buyer:** Chris Stephens

Sealed bids for **Trash Collection and Disposal Services** will be received until 1:00 P.M., Local Time, November 18, 2008.

Services will be district wide to the following locations on page 7 of this proposal. All contractors must meet the delivery requirements listed on page 7. Any non-compliance to these terms will need to be identified within your returned bid, otherwise if non-compliance to our delivery requirements are discovered after award of a contract, the contract will be subject to termination.

Bids should be mailed or delivered to Missouri Department of Transportation, 3901 E. 32<sup>nd</sup> Street, Joplin, Missouri 64804.

Bids are to be returned in an envelope plainly marked **TRASH COLLECTION AND DISPOSAL SERVICES**. A self-addressed envelope is enclosed for convenience.

The contractor may withdraw, modify or correct his/her bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time.

The Department does not recognize the **U.S. Mail, United Parcel Service, Air Express, or any other organizations**, as it's agent for purposes of accepting proposals for sealed bids. Any proposal arriving at the designated office after the deadline specified will not be considered.

The Department of Transportation is exempt from Missouri State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE THESE TAXES IN THE BID, AS AN EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.**

## CONTRACTUAL REQUIREMENTS

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide trash collection and disposal services for various Missouri Department of Transportation (MoDOT) District 7 locations located throughout southwest Missouri in accordance with the following provisions and requirements.
- 1.1.2 The contractor shall agree that MoDOT may request and shall receive services under the contract, and that, at any time, MoDOT may terminate services being received under the contract.
- a. MoDOT cannot guarantee a minimum or maximum amount of services that may be required.
  - b. In addition, MoDOT shall have the flexibility to request service be changed (with advance notice) to increase or decrease days needed for trash service retrieval. For example, if services are shown to be needed only once per week rather than twice per week or vice versa, MoDOT reserves the right to request the appropriate change without incurring additional costs for the change in schedule, but only be charged the dollar amount within this bid.
- 1.1.3 The contractor shall perform all services in a manner satisfactory to and acceptable by MoDOT's Facilities Management and each MoDOT facility supervisor receiving services under the contract.
- 1.1.4 The contractor shall provide all necessary labor, equipment, and materials to provide trash collection and disposal services as requested by MoDOT.
- a. Upon request, MoDOT shall identify the size, type, and number of trash containers required, and the number of trash pick-ups required per week.
- 1.1.5 The contractor shall provide trash collection services on days and at times mutually agreed upon by the contractor and each MoDOT facility. However, MoDOT reserves the right to request trash collection services that is required for five (5) pick-ups per week, on Monday through Friday.

### **1.2 Specific Requirements:**

- 1.2.1 Joplin Maintenance Facility: This facility requires a 30 cubic foot container with a "Call In" service schedule due to the changeable work projects which require more or less service seasonally. Please quote accordingly.
- 1.2.2 Joplin Signing and Striping department has an 8 cubic foot container and requires service 4-5 times weekly. Please quote accordingly.

### 1.2.3 Definition of Frequencies of pickups:

- a. Weekly - One time each week
- b. Daily - One time each day
- c. Semi-Weekly-Occurring twice a week
- d. Semi-Monthly- Occurring every half-month or twice a month.
- e. On Call – Occurring when customer calls for service

### 1.3 **Additional Requirements:**

- 1.3.1 The contractor shall provide additional, unscheduled pick-ups on an as needed, if needed basis. MoDOT makes no specific guarantee of a minimum or maximum amount of additional, unscheduled pick-ups that may be required.
- 1.3.2 The contractor shall pick-up all types of trash from the trash containers and remove loose garbage or trash including any pallets and/or cardboard boxes placed beside the trash containers.
- 1.3.3 The contractor shall keep all trash containers provided by the contractor in good mechanical, safe working condition and shall assist MoDOT in its effort to minimize visual obtrusiveness.
- 1.3.4 The contractor shall maintain a twenty-five (25) foot perimeter around each trash container, keeping the area clean and free of trash.
- 1.3.5 The contractor shall agree to maximize sanitary conditions. The trash containers must be deodorized and disinfected at least one (1) time each month, either on site or by actual replacement at no additional charge to MoDOT.
  - a. Failure of the contractor to maximize sanitary conditions may affect MoDOT's recommendation for payment by 25% of the total bill for that month of service.
  - b. Each MoDOT facility will inspect the trash containers located at specified office sites, to monitor compliance with this requirement.
- 1.3.6 The contractor must dispose of all trash in a manner consistent with all applicable rules, regulations, etc. promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services.
- 1.3.7 The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.

### 1.4 **Invoicing and Payment Requirements:**

- 1.4.1 The contractor shall submit itemized monthly invoices to:  
**Missouri Department of Transportation**  
**3901 E. 32<sup>nd</sup> Street**  
**Joplin, MO 64804**

## 1.4.2 Contract price Escalation

Escalation Clause – MoDOT District 7 recognizes current economic conditions and market fluctuations may have an impact on supplier’s ability to hold prices. Therefore, in the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price. MoDOT will review the contractor’s written request and documentation for price increase and decide if a price increase is to be final and without recourse.

- a. In the event, a price increase is granted due to an approved escalation, the renewal price shall be based upon the current contract value.
- b. MoDOT reserves the right to re-bid subject location(s).

1.4.3 The contractor shall be paid for the trash collection services provided MoDOT District 7 office per the firm, fixed prices stated on the pricing page of this document.

1.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

### **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 Contractor will need to provide, include 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 Contractor’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 32<sup>nd</sup> Street  
 Joplin Mo. 64801

**CERTIFICATE OF GOOD STANDING**

The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor 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 Contractor’s inability to provide this documentation will result in his/her bid being rejected.

**NOTE: COPIES OF CERTIFICATES OF INSURANCE MEETING THE MINIMUM REQUIREMENTS DETAILED ABOVE AND COPIES OF YOUR COMPANIES CERTIFICATE OF GOOD STANDING FROM THE MISSOURI SECRETARY OF STATE’S OFFICE MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS REQUEST FOR BID.**

If you have any questions concerning these requirements, contact Chris Stephens at (417)-629-3404.

**VENDOR NOTES**

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**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 #:
Email Address:	Signature:
Printed Name and Title of Responsible Officer or Employee:	
Is your company registered/certified with the State of Missouri as a (please circle):	
NO	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	

Locations of Service					RFB D7-09-021 Trash Collection and Disposal Services					Total Monthly Invoice Fee
					Rates according to frequency					
		Size of Container- Cubic Yard	Qty of Containers	Current Frequency of Pickups per week	Weekly Pickups	Daily Pickups	Semi Weekly Pickups	Semi Monthly Pickups	On Call Pickup	
<b>Barry County</b>										
Cassville		8 CY	1	1						
Jenkins		4 CY	1	1						
Monett		6 CY	1	1						
<b>Barton County</b>										
Golden City		2 CY	1	1						
Lamar		4 CY	1	1						
Liberal		3 CY	1	1						
<b>Bates County</b>										
Butler		8 CY	1	1						
Rich Hill		2 CY	1	2						
<b>Cedar County</b>										
Eldorado Springs		4 CY	1	1						
Stockton		4 CY	1	1						
<b>Dade County</b>										
Greenfield		4 CY	1	1						
<b>District Office Complex &amp; Jasper County</b>										
Carthage		6 CY	1	2						
Sarcoxie		8 CY	2	1						
Joplin District Office/GS Building		6 CY	1	5						
Joplin Maintenance		30 CY	1	Call In						
Joplin Rest Area-West Bound		8 CY	2	1						
Joplin Rest Area-East Bound		8 CY	2	1						
Joplin Signing and Striping		8 CY	1	4						
<b>Lawrence County</b>										
Halttown - Rest Area West Bound		8 CY	2	1						
Halttown - Rest Area East Bound		8 CY	2	1						
Mt. Vernon		8 CY	1	1						
PHELPS		6 CY	1	1						
<b>McDonald County</b>										
Anderson		4 CY	1	1						
Longview		4 CY	1	1						
<b>Newton County</b>										
Neosho Construction		2 CY	1	1						
Neosho Maint.		6 CY	1	1						
Seneca		6 CY	1	1						
<b>St. Clair County</b>										
Appleton		2 CY	1	1						
Collins		2 CY	1	1						
Osceola		4 CY	1	1						
<b>Vernon County</b>										
Nevada		6 CY	1	1						
Sheldon		4 CY	1	1						

Page 1

**Pricing Page**

**ANTI-COLLUSION STATEMENT**

**STATE OF** \_\_\_\_\_)

**COUNTY OF** \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and say that he

\_\_\_\_\_ of  
Title of person Signing

\_\_\_\_\_

**Name of Bidder**

That all statements made and facts set out in the proposal for the above project are true and correct, and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

My Commission Expires \_\_\_\_\_

**VENDOR NAME:**

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

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If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the Corresponding items (or item numbers) in the spaces provided.

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

(Attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

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The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

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**CERTIFICATION**

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**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. 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.
- 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.
- 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. 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.

**Permits, Licenses and Safety Issues**

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

**Award**

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

**Failure to Execute Contract**

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

**Notice to Proceed**

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

**Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
  - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

**Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work.

The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

#### **Cancellation of Contract**

a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

#### **Liquidated Damages**

a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

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

#### **Environmental Issues**

a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.