



**MISSOURI DEPARTMENT OF TRANSPORTATION  
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION**

**REQUEST FOR QUOTATION**

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: NOVEMBER 24, 2009	<b>QUOTE DUE BY (DATE AND TIME):</b> DECEMBER 3, 2009 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE PROJECT LOCATIONS BELOW)
CONTRACT PERIOD:  DECEMBER 4, 2009 THROUGH NOVEMBER 30, 2010	<b>QUOTATION # D210-034-R2</b>  THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 <b>Fax: (660)-385-1707</b>
Mailing Address: <b>(RFQ responses may be faxed)</b> Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552	Project Locations: On-call hauling services will be provided as-needed to move various materials between facilities in MoDOT District 2 (14 counties in North Central Missouri) during the contract period (December 2009 – November 2010)	

**ON-CALL HAULING SERVICE**

**SCOPE OF WORK**

MoDOT District 2 may find it necessary to move materials such as sodium chloride (salt), aggregates (rock), premix, haydite, sand, cinders, etc. between facilities within the 14 counties we service in North Central Missouri. Therefore, we are seeking quotations from trucking companies who would have the capability of providing on-call hauling services to move materials around the district, when needed, since professional haulers should have equipment with larger hauling capacities, allowing over-the-road hauling of materials to be accomplished in a more efficient and cost-effective manner, while keeping MoDOT maintenance staff engaged in their primary job duties of road maintenance and snow removal operations.

Vendors will be paid a flat rate for each call out, as a mobilization fee, to cover the costs of putting equipment and manpower in place at the originating point and returning at the completion of the project, plus a "per mile" rate for the mileage involved in hauling materials, as described herein (origin to destination). Quoted rates will be provided on a county by county basis on the pricing page (page 2)

Award of this RFQ will not be made to a specific vendor, but all vendors who respond with pricing and other required documentation will be pre-approved/pre-qualified, with their pricing locked in according to their quotation responses. A haul rate chart with contact information and haul rate information will then be issued so MoDOT District 2 personnel can select from the available vendors based upon which quotation is the most economical dependent upon the specific situation, when needs for this service arise.

NOTE: Pre-approval/pre-qualification and listing on the haul rate chart, by responding to this Request For Quotation, does not guarantee any work during the contract period, if services are not needed.

When a need for this service arises, MoDOT will determine the amount of materials to be hauled from the originating county (pick up point) to the destination (delivery point) and compute the number of trips required to complete the movement (based upon an average of 25 tons per load) and the mileage involved (based upon MapQuest or similar computation method). Then, based upon the quotes received from vendors for the originating county (the county in which the pick up facility is located) and using the information on the haul rate chart (call out fees, per mile costs, response time minimum, etc.) along with mileage estimates, MoDOT will determine the "low-bidder" for each project and contact that vendor to work out the details of the specific job with the vendor (materials/tonnage requirements, # of units needed, time frame allowed for completion of work, routes and actual mileage, etc.).

**VENDOR NAME:**

(Please enter your company name in this block)

## PRICING PAGE

County	Call Out Fee (Mobilization Cost <u>Per Unit</u> )	Mileage Rate (Per mile cost)	Minimum Notification Time (how much notice needed to mobilize and begin hauling)
Adair	\$ per unit	\$ per mile	
Carroll	\$ per unit	\$ per mile	
Chariton	\$ per unit	\$ per mile	
Grundy	\$ per unit	\$ per mile	
Howard	\$ per unit	\$ per mile	
Linn	\$ per unit	\$ per mile	
Livingston	\$ per unit	\$ per mile	
Macon	\$ per unit	\$ per mile	
Mercer	\$ per unit	\$ per mile	
Putnam	\$ per unit	\$ per mile	
Randolph	\$ per unit	\$ per mile	
Saline	\$ per unit	\$ per mile	
Schuyler	\$ per unit	\$ per mile	
Sullivan	\$ per unit	\$ per mile	

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

### **Demurrage:**

MoDOT will be allowed one-half (½) hour for loading/unloading each truckload of material free of demurrage, from the start time agreed to between MoDOT and the vendor when services are requested. If MoDOT delays the vendor from loading/unloading material for greater than one-half (½) hour, the vendor shall be compensated at the rate of \$60 per hour, computed to the nearest 15 minutes.

However, the vendor is given the same allowance for performance and delay on the vendor's part exceeding one-half (½) hour will allow for MoDOT to be compensated at the same rate for demurrage.

It is expected MoDOT and vendor's will communicate and work together if delaying situations occur.

### **Fluctuating market conditions/Seasonal availability changes:**

Prices quoted in response to this RFQ shall be **FIRM** for the contract period. However, MoDOT District 2 recognizes economic conditions and market fluctuations may have an impact on vendor's ability to quote and lock-in pricing for this service. Therefore, **suppliers will be allowed to submit revised prices to the MoDOT District 2 Procurement office, no later than 1:00 PM on the last Monday of each month.** Revisions received will go into effect the first day of the following month.

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

## SPECIAL TERMS AND CONDITIONS

### Insurance / Certificate of Insurance Requirements

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.

Within ten (10) business days of notification, the Bidder will need to provide 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 2  
General Services (Procurement) Division  
902 North Missouri Street P.O. Box 8  
Macon, MO. 63552

### Deliveries

Pickups and deliveries must be completed within the normal operating hours of the facilities involved. It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is picked up and delivered.

The vendor will not be required to provide dozers, loaders, motor graders, or other equipment for loading trucks, shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift.

Unless otherwise specified, deliveries will be a minimum of **250 Tons Per Day**. Movement requests for less than 250 tons (the most likely anticipated scenario) must be completed in one day.

No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the engineer. 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

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.

### Legal Weights

Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in Sections 304.180 and 304.190 RsMO are understood and will be abided by. The Department will not accept loads, which exceed legal weights. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

### **Certificate of Good Standing**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide 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.

### **BID RESPONSE SUBMISSION REQUIREMENTS:**

- 1) Page 1 – Enter your company name in the Vendor name block.
- 2) Page 2 – Enter the required information and quoted haul rate for all counties you would provide service from, if that county were the originating point for a hauling project (the location of first pickup).
- 3) Page 5 – Complete the “Preference In Purchase Products” Form.
- 4) Page 6 – Complete the “Signature And Identity Of Bidder” Form.
- 5) Page 8 or Page 9 – Complete the applicable affidavit form (based upon your business organization).
- 6) Page 10 – Provide the data requested in the Vendor Information block & sign where indicated.
- 7) Review the insurance requirements and instructions on page 3. Along with your response to this request for quotation provide a copy of your certificate of insurance showing a minimum of the limits required and listing MoDOT District 2 as a certificate holder.
- 8) Review the E-Verify requirements and instructions on page 7. Along with your response to the request for quotation provide a copy of your memorandum of understanding from the E-Verify program.

### **THE FOLLOWING IS A LIST OF MoDOT DISTRICT 2 FACILITIES:**

This list is provided as an example of possible origination/destination points, but is not all-inclusive and the terms of this contract shall apply equally to any location in the 14 counties of District 2.

<b>Facility</b>	<b>County</b>	<b>Address</b>	<b>Location</b>
Atlanta	Macon	708 N. Atterbury, Atlanta, MO 63530	Old Rt. 63 – 0.8 miles north of Rt. M
Bosworth	Carroll	Becks St., Bosworth, MO 64623	Becks St. – 0.4 miles north of Rt. M
Brookfield	Linn	28877 Hwy. 11, Brookfield, MO 64628	Rt. 36 and Rt. 11 Jct.
Carrollton	Carroll	215 South Mason, Carrollton, MO 64633	Old Rt. 65 – 0.2 miles south of Bus. 65
Chillicothe	Livingston	1301 Mitchell Ave., Chillicothe, MO 64601	Rt. 36 – 1 mile east of Rt. 65
Fayette	Howard	871 State Hwy 240, Fayette, MO 65248	Rt. 240 – 1 mile south of Rt. W
Green City	Sullivan	17403 Rte 129, Green City, MO 63545	Rt. 129 and Rt. YY Jct.
Harris	Sullivan	15587 Hwy 139, Harris, MO 64645	Rt. 139 – 0.6 miles south of Rt. E
Jct. C & V	Linn	16131 Hwy V, Purdin, MO 64674	Rt. C and Rt. V Jct.
Keytesville	Chariton	220 E. Jackson, Keytesville, MO 65261	Rt. 24 and Rt. 5 Jct.
Kirksville	Adair	22777 Potter Trail, Kirksville, MO 63501	Old Rt. 6 – 2 miles west of Rt. 63
Lancaster	Schuyler	Hwy 63 N, Lancaster, MO 63548	Rt. 63 – 0.2 miles north of Rt. 202
Macon	Macon	26988 US Hwy 63, Macon, MO 63552	Rt. 63 – 0.5 miles south of Rt. DD
Marshall	Saline	Rt. 2 Box 253, Marshall, MO 65340	Rt. 20 – 0.1 miles west of Rt. 65
Marshall Jct.	Saline	RR 1 Box 56A, Marshall, MO 65340	Rt. 65 – 1.5 miles north of I-70
Milan	Sullivan	1800 North Pearl, Milan, MO 63556	Rt. 6 and Rt. 5 Jct.
Moberly	Randolph	1501 East Hwy 24, Moberly, MO 65270	Rt. 24 – 0.9 miles east of Rt. 63
New Cambria	Macon	29992 State Hwy P, New Cambria, MO 63558	Rt. P – 0.4 miles south of Rt. 36
Princeton	Mercer	RR 2 Box 316B, Princeton, MO. 64673	Rt. 65 – 1 mile north of Rt. 136
Sweet Springs	Saline	326 Hwy 127, Sweet Springs, MO 65351	Rt. 127 – 0.1 miles north of I-70
Trenton	Grundy	230 East Hwy 6, Trenton, MO 64683	Rt. 6 – 2 miles east of Rt. 65
Unionville	Putnam	2653 Main St., Unionville, MO 63565	Rt. 136 – 0.2 miles west of Rt. 5 E.
Jct 11 & 149 Lot (Kirksville)		15084 State Hwy 11, Novinger, MO 63559	Rt. 11 – 1.3 miles west of Rt. 149 N.
Rt. EE Lot (Carrollton)		Rt. 1 Box 118 B, Carrollton, MO 64633	Rt. E and Rt. EE Jct.
Tina Lot (Carrollton)		RR 1 Box 39 AA, Tina, MO 64682	East of Rt. 65 – 1 mile south of Rt. Z
Rt. A Lot (Fayette)		4369 State Rt. A, Fayette, MO 65248	Rt. A – 5.3 miles north of Rt. 124
Rt. BB Lot (Fayette)		Fayette, MO 65248	Rt. BB – 1.0 mile north of Rt. O
Rt. 87 Lot (Fayette)		Franklin, MO 65250	Rt. 87 – 1.9 miles north of Rt. J

# 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:

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**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.



## **Prohibition of Employment of Unauthorized Aliens**

Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of a completed copy of the E-Verify Memorandum of Understanding (MOU).

For vendors that are not already enrolled and participating in a federal work authorization program and have the intent of doing business with MoDOT, the enrollment process should begin immediately by going to the web site below:

E-Verify is available at: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**A copy of a completed E-Verify Memorandum of Understanding (from the link above) should be returned with your Request For Quotation response along with the appropriate affidavit form.**

## **ADDITIONAL INFORMATION FOR VENDORS:**

To begin participation in the federal program takes some time on the internet (at the link above). Once the registration, tutorial and test on this site is passed, an electronically signed Memorandum of Understanding verifying program participation will be given.

**Copies of the Memorandum of Understanding will be requested with all future RFQ's issued by MoDOT District 2. Therefore, It is important that the vendor prints the Memorandum of Understanding and keeps a copy because additional copies must be requested from Homeland Security if needed at a later date.**

**Only the first and signature pages of the Memorandum Of Understanding have to be attached to the appropriate affidavit on the following pages.**

**IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.**

**A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.**

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

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

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

My commission expires:



## VENDOR NOTES

VENDORS MAY ALSO ATTACH OTHER PERTINENT OR SUPPORTING DATA WITH THEIR RESPONSE TO THIS RFQ.

**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 should specify the “remit to” company/address in the vendor notes section (above).**

## VENDOR INFORMATION

Vendor Name/Mailing Address:    Email Address: Printed Name and Title of Responsible Officer or Employee:	Vendor Contact Information (including area codes):  Phone #:  Cellular #:  Fax #:  Signature:						
Is your company registered/certified with the State of Missouri as a (please circle):							
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="width: 10%;">YES</td> <td style="width: 20%;">NO</td> </tr> <tr> <td>WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td>YES</td> <td>NO</td> </tr> </table>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO					
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO					
If you would like information about MBE/WBE certification, please contact the Officer of Supplier of Workforce Diversity by calling 1-877-259-2963 or visit the following internet address: <a href="http://www.oswd.mo.gov">http://www.oswd.mo.gov</a>							
Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS? <span style="float: right;">YES      NO</span>							
A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran’s affairs. A service-disabled veteran business is defined as a business concern: <ul style="list-style-type: none"> <li>• not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of publicly owned businesses, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>• the management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ul>							

**All responses to this Request For Quotation should be submitted on this form and should be returned to the Buyer listed above at the District mailing address or fax number shown.**

**Note: If any of the “Standard Solicitation Provisions” and “General Terms and Conditions” on the following pages conflict with the requirements outlined in this Request For Quotation, the RFQ requirements will supersede 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.
- 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.

### **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 (6<sup>th</sup>) 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.

(T&C's Version 7/20/09)

**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 2  
General Services (Procurement) Division  
902 North Missouri Street P.O. Box 8  
Macon, MO. 63552  
(660)-385-1707 – fax #

FROM: \_\_\_\_\_ (Company Name)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Email Address)

Our company is submitting “NO QUOTE” on RFQ # \_\_\_\_\_ for the reason(s) indicated below:

- ( ) 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:

\_\_\_\_\_

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

**FAILURE TO RETURN A QUOTE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES**