



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

**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: October 29, 2010	Bid Due By (Date and Time): <b>November 22, 2010 @ 1:00 PM Central Time</b>	F.O.B. Requirements: Destination (See Service Location Below)
Contract Service Period: <b>December 1, 2010 through November 30, 2011</b> with renewal options for up to three additional one-year periods	<b>Bid # B03-11-0010</b> This number should be referenced on all mailing labels, envelopes, and any other correspondence. <b>RETURN IN A SEALED ENVELOPE</b>	Buyer Name: <b>Tanya Dauma, CPPB</b> Sr. Procurement Agent Phone: 573-248-2486
District Mailing Address: MoDOT – District 3 - Procurement 1711 Hwy 61 South, PO Box 1067 Hannibal, MO 63401	Service Location: MoDOT – District 3 District Office Complex 1711 Hwy 61 South Hannibal, MO 63401	

**Scope of Service**

(A) **Request For Bid (RFB):** This document constitutes a RFB from qualified organizations to provide Janitorial services to District 3 of the Missouri Department of Transportation (MoDOT) at the service location detailed herein.

(B) **Contract Period:** December 1, 2010 – November 30, 2011. MoDOT reserves the right to terminate this service contract at any time, if the Contractor fails to comply with the requirements and specifications stated herein and an agreement to resolve the performance issue(s) cannot be reached between MoDOT and the Contractor.

(C) **Renewals:** MoDOT shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, excepting any revisions, which may be agreed to by all parties involved prior to entering into a renewal agreement.

(D) **Tour of Buildings:** Potential Bidders are strongly encouraged to attend the tour of the buildings being offered beginning at 9:00 AM on November 9, 2010, at the District 3 Office – 1711 Hwy 61 South, Hannibal, MO 63401. The purpose of the tour is to allow potential Bidders an opportunity to inspect the buildings prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.**

(E) **Pre-Bid Conference:** Following the scheduled tour of the buildings on November 9, 2010, a pre-bid conference regarding this RFB will be held at 10:30 AM, at the District 3 Office – 1711 Hwy 61 South, Hannibal, MO 63401. All potential Bidders are strongly encouraged to attend this conference, since information relating to this RFB will be discussed and reviewed in detail. Bidders should bring a copy of this RFB document with them to the meeting, since it will be used as the agenda for the pre-bid conference.

(F) **Attendance:** An attendance record for the tour of buildings and pre-bid conference will be kept. Attendance at the tour of buildings or the pre-bid conference is not mandatory. However, each Bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site conditions, facilities, to be familiar with any existing factors, or items that may affect or impact on the performance of service described and required by the contractual requirements outlined within this RFB. The Bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the Bidder's failure to observe existing conditions of the facilities or to be fully familiar with all terms, conditions, requirements or specifications of the RFB document.

(G) **RFB Schedule Of Events:** The following RFB Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed.

MoDOT reserves the right at its sole discretion to alter this schedule, as it deems necessary, without any notification to the Bidders, **except** for changes to the deadline date/time for submitting bids.

Event	Date
MoDOT issues RFB	October 29, 2010
Tour of buildings	November 9, 2010 from 9:00 AM – 10:30 AM
Pre-bid conference	November 9, 2010 from 10:30 AM – 11:30 AM
MoDOT will issue addendums/responses as a follow-up to any comments/issues raised at the pre-bid conference.	On or before November 16, 2010
Response deadline for submitting RFB responses	November 22, 2010 at 1:00 PM
MoDOT will issue a recommendation of award, publish the tabulation sheet and communicate with successful bidder.	On or before November 29, 2010
Contract effective date	December 1, 2010
First date services are to be performed	December 3, 2010

(H) **Posting:** This RFB, any related addendums including relevant questions or comments received during the bid process, building tour, or pre-bid conference, or other documents will be posted on-line for vendors to retrieve at: [http://www.modot.org/business/contractor\\_resources/g\\_s\\_bidding/D3/D3commodities.htm](http://www.modot.org/business/contractor_resources/g_s_bidding/D3/D3commodities.htm)

(I) **Clarification of Requirements:** All questions regarding specifications, requirements, the competitive procurement process, or any other questions must be directed to Tanya Dauma at MoDOT – District 3, PO Box 1067, Hannibal, MO 63401, by calling 573-248-2486 (Monday-Friday, 6:00 AM – 2:30 PM), or by emailing [tanya.dauma@modot.mo.gov](mailto:tanya.dauma@modot.mo.gov)

(J) **Response Deadline:** All bids must be received no later than 1:00 PM, Central Time, November 22, 2010, in the Procurement Office at the MoDOT District 3 located at 1711A Hwy 61 South, Hannibal, MO 63401.

(K) **Services:**

1. The Contractor shall perform all janitorial services required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean and sanitary environment for the buildings, the buildings' content, and the buildings' tenants.

2. The Contractor shall provide services for all areas of the District 3 Headquarters Building and selected areas of the District 3 Work Life Center Building (hereinafter referred to as the Headquarters Complex.) The areas to be serviced are all occupied areas consisting of office areas, hallways, break rooms, an elevator, and restrooms. Service areas do not include the shop, garage, storage rooms, warehouse areas of the buildings, the service station or the Credit Union office. Locked door areas will only be as directed by a MoDOT representative. The contractor shall understand and agree at any time during the effective period of the contract, MoDOT reserves the rights to add, change, or remove areas of the buildings for which the Contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the Contractor shall be adjusted as specified in the Invoicing and Payment Requirements section of this document by the amount of square footage being added, changed, or removed.

3. Work schedule - **The Contractor must routinely perform the identified tasks between the hours of 5:00 PM and 6:00 AM, Tuesdays and Fridays, excluding state holidays.** Work outside of these hours or days (such as over a weekend on an occasional basis to accomplish a "deeper cleaning" task, such as some of the quarterly, semi-annual or annual requirements) may only be accomplished with MoDOT approval and by pre-arrangement with a MoDOT representative, to ensure providing such services at the requested times will not conflict with other activities in the headquarters complex. Seventy-two (72) hours prior to their performance, the Contractor shall provide MoDOT with notification of the beginning/completion dates for any quarterly tasks.

4. Estimated Square Footage – The Contractor shall provide janitorial services for approximately 20,874 total square feet. (The District 3 Headquarters Building consists of approximately 17,080 square feet and District 3 Work Life Center Building consists of approximately 3,794 square feet.)

**(L) Equipment and Supply Requirements:**

1. The Contractor must furnish and maintain, in good repair, all equipment, including, but not limited to, mops, brooms, **commercial grade vacuums**, etc., and any other equipment necessary to perform the requirements of the contract. Additionally, the Contractor shall furnish all cleaning supplies and chemicals, including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc.
2. The Contractor shall only use **environmentally preferable products** in the performance of the services required herein unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the Contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such environmentally preferable products may be considered breach of contract.
3. Disinfectant must be a hospital grade disinfectant that kills fungus, viruses, and bacteria and must have organic soil tolerance. **Disinfectant shall be used when cleaning all surfaces during the cold and flu season.**
4. The Contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces on which they shall be applied.
5. The Contractor shall provide Material Safety Data Sheets for each product or chemical they intend to use in any MoDOT facility, at least seventy-two (72) hours prior to that product or chemical being used. The Contractor must maintain a file of these Material Safety Data Sheets on the inside of the door in the janitorial closet in the building where the product or chemical is to be stored. Material Safety Data Sheets shall remain the property of MoDOT.
6. MoDOT will supply toilet tissue, paper towels, trash can liners, liquid soap and sanitary liners. The Contractor is responsible for placing these items in their respective receptacles.
7. There will be a designated closet/area in each building for the Contractor's use to store supplies and equipment.

**(M) Daily Requirements:**

1. Daily requirements shall be performed two (2) nights each week, Tuesday and Friday.
2. The daily routine shall start in the Work Life Center Building each day. The Contractor shall perform these daily tasks, in all facilities, to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, and other debris.
3. Dust all horizontal surfaces with treated dust cloths. When dusting surfaces of desks, no paper, books, or other items should be disturbed. It is the responsibility of the MoDOT employee to remove such items in preparation for janitorial cleaning each night. Cluttered desks or work surfaces are not the responsibility of the janitorial service.
4. Vacuum all carpet from wall to wall, including all entrance/exit mats and elevator.
5. Clean all kitchens and break rooms, to include washing and disinfecting all hard surfaces, and cleaning all coffeemakers.
6. Sweep all hard surface floors using treated brooms or dust mops.
7. Wet mop all hard surface floors, to give a clean and satisfactory appearance.
8. Wet mop all restroom floors using a disinfectant.
9. Disinfect all restroom surfaces including toilet bowls and seats, urinals, hand basins, counter tops, and walls around restroom fixtures.
10. Clean all mirrors, chrome pipes and fittings.
11. Refill/Replace, as necessary, toilet tissue, paper towels, trash can liners, liquid soap and sanitary liners
12. Clean both sides of all interior windows and all other glass surfaces (not including skylights).

13. Clean both sides of all interior and exterior doors and frames. This will include the front entrance door of the District 3 building, glass frames, accompanying glass panels (inside and outside) and the transom above the front entrance. Tolerance will be allowed for the cleaning of the entrance doors when there is extremely cold temperatures with the approval of a MoDOT designee.
14. Clean and disinfect all drinking fountains.
15. Empty all wastebaskets, trash, and disposal containers. Place trash and recycled paper in appropriate secured containers. Wash wastebaskets, as needed or requested.
16. Dispose of large trash items not located in trash receptacles (but only when clearly marked as trash).
17. Spot clean all carpet as spots appear.
18. Clean any and all stairwells located in each building.
19. Remove all trash and sweep sidewalks for twenty feet (20') from all entrances/exits to each building. Clean smoke poles and ash trays, changing/adding sand in the smoke poles and ash trays as needed or requested.
20. Clean all tables in office areas, conference/training rooms, break rooms.
21. Clean all elevator walls and both sides of elevator doors.
22. Dust and polish tables and desks in reception areas and foyers.
23. Clean and Disinfect all handrails, doorknobs, levers, **elevator panels and photocopiers**.
24. Clean janitorial closets after completion of the daily tasks and before exiting the building.
25. The Contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties, which may arise from time to time as a result of accidental spilling of any office materials or supplies.
26. Report all damage to MoDOT facilities or contents, as well as any injuries to any employees.

(N) **Monthly Requirements:**

1. Monthly requirements shall be performed one (1) time per month, within the first ten (10) consecutive workdays of each month.
2. Dust all vertical surfaces of office furniture and equipment.
3. Clean/vacuum all ceiling, door, wall vents, ceiling fans and baseboards.
4. Clean and disinfect all walls and machine scrub all restroom floors and clean stall partitions, doors, doorframes, and push plates (all sides).

(O) **Quarterly Requirements:**

1. Quarterly requirements shall be performed one (1) time each quarter, prior to January 10, April 10, July 10, and October 10.
2. Apply two (2) coats of skid-proof wax floor finish to all hard surface floors (except for all bathroom areas, halls, and breakroom at the District Office and the hall, breakroom and bathrooms at the Work Life Center. These floors have special epoxy surfaces, which have a clear coat sprayed on their surface. These floors are to be hand wet mopped only.)
3. Wash, clean, and disinfect all wastebaskets.
4. Clean tops of wall-mounted cabinets.
5. Clean/dust all venetian/mini-blinds.
6. Dust all light fixtures, lenses and tubes.

**(P) Personnel Requirements:**

1. Working Supervisor: The Contractor shall provide a working supervisor as a designated representative and have an alternate contact person available daily. MoDOT will require the address and telephone numbers of the contact persons within ten (10) days of the award of the contract. This contact information must be kept up-to-date during the contract period. Designated contact persons must be available during normal business hours (7:30 AM – 4:00 PM, Monday – Friday) for telephone conversations and/or meetings with personnel from MoDOT regarding the janitorial services. The Contractor's working supervisor shall, at a minimum, be responsible for the following:

- (a) Inspect services performed each day and assuring all requirements are completed satisfactorily and acceptable to the standards established by MoDOT.
- (b) Supervise all of the Contractor's employees. Train and assign duties, as necessary.
- (c) Work with and maintain a positive working relationship with MoDOT employees, the tenants of the buildings, and any members of the general public they may come in contact with through the performance of these duties.
- (d) Coordinate with MoDOT's contact person regarding any problems encountered or for other directions or instructions regarding the scope of services or special circumstances, which may arise from time to time.
- (e) Ensure each of the Contractor's employees are appropriately dressed while on-site.

2. The Contractor's working supervisor designee must have the express authority to speak on behalf of the Contract and to make decisions on behalf of the Contractor.

3. The Contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.

4. The Contractor shall not use nor allow the Contractor's employees to use any MoDOT telephones and/or equipment in the building except for the beverage and snack vending machines.

5. The Contractor shall not adjust and/or use, nor allow the Contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e. radios, decorative accessories, etc.) or to adjust and/or use office furniture utilized by MoDOT employees (i.e. chairs, desks, etc.) in personal offices or workstations.

6. The Contractor's personnel shall only be allowed in work areas to which they are assigned. The Contractor's personnel shall only take rest breaks in break rooms.

7. The Contractor and each of the Contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract.

8. MoDOT shall have the right to disapprove access to any building to any of the Contractor's employees for any reason.

9. MoDOT reserves the right to approve or disapprove appointment of any of the Contractor's employees to provide the required services. MoDOT also reserves the right to request replacement of any of the Contractor's employees. Unless the situation with the Contractor's employee(s) requires immediate replacement, MoDOT will attempt to give the Contractor a minimum of fourteen (14) calendar days after notification to replace any unsatisfactory employee(s).

**(Q) Security Requirements:**

1. The Contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping buildings locked while working on the premises.

2. The Contractor shall not be allowed to bring friends or family members of the Contractor's employees into MoDOT facilities. The Contractor shall ensure that only authorized employees of the Contractor are permitted access to MoDOT facilities for the sole purpose of conducting janitorial duties only.

3. Employees of the Contractor shall not carry firearms or any other lethal weapons inside any MoDOT building.

4. When leaving the building, the Contractor shall ensure all doors are locked and all lights are turned off, except those lights specified to be left on. (Plus, in an effort to conserve energy and save utility costs, we request the Contractor's employees to turn off lights in any rooms they are not actively working in throughout their work shift.) If

the buildings contain other security systems, the Contractor shall activate the system(s) according to instructions in order to protect the security of the building.

5. The Contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The Contractor must take care of and not lose any such keys and/or electronic cards nor shall those who are issued access cards be allowed to loan these keys/cards to anyone else. If additional keys are issued for lost keys, MoDOT will charge the Contractor \$35 per lost key. The Contractor shall not duplicate any of the keys and/or electronic cards issued to the Contractor. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the Contractor for such replacement, including keys and/or electronic cards held by the buildings tenants.

6. At the expiration/cancellation of the contract, the Contractor must surrender all keys and/or electronic cards originally issued to the Contractor by MoDOT. Any payments due the Contractor shall be withheld until the Contractor has surrendered all keys and/or electronic cards issued. In the event all keys and/or electronic cards are not returned, the Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

7. In the event of the loss/theft of a key(s) and/or electronic card(s), the Contractor must notify MoDOT within one (1) working day from the date the loss/theft is discovered. The Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

8. Employees of the Contractor shall not attempt to circumvent any security process or system within MoDOT facilities including, but not necessarily limited to, propping open doors within MoDOT facilities.

9. In the process of performing the requirements of the contract, the Contractor and/or the Contractor's employees may become aware of information required by law to be kept confidential. Therefore, the Contractor and/or the Contractor's employees must not, at any time, disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

**(R) Invoicing and Payment Requirements:**

1. The Contractor shall submit an itemized monthly invoice, to the address stated below, for providing janitorial services in accordance with the provisions and requirements stated elsewhere herein. The Contractor must include the firm, fixed price per square foot, per month, contract number, location, and dates of service on each monthly invoice.

MoDOT – District 3  
Attn: Todd Roth  
1711 Hwy 61 South, PO Box 1067  
Hannibal, MO 63401

2. The Contractor shall be paid the firm, fixed price per square foot per month, specified on the Pricing Page of this RFB for janitorial services actually provided, subject to any damages that may be charged to the Contractor, per the damage requirements stated elsewhere herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.

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

**(S) Administration of Program:**

1. The contractor shall consult MoDOT's representative regarding any problems involved with the administration of the services provided pursuant to this RFB.

2. MoDOT reserves the right to withhold payments (or a portion thereof) due the Contractor if work is not being completed according to the terms of the agreement or to MoDOT's satisfaction.

# PRICING PAGE

The Bidder shall provide a firm, fixed price per square foot per month, in the table below, for the original contract period and a maximum price per square foot, per month, for each potential renewal period for providing all janitorial services in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the stated prices.

Description	Initial 1-Year Contract Period
Janitorial Services as detailed within RFB # B03-11-0010	\$ _____ Per Square Foot, Per Month

To determine the square foot price per month, the recommended method is to analyze the work, equipment, labor, and profit amounts you will need in order to perform this service and to figure what your monthly flat rate will be. Then, divide that monthly flat rate fee by 20,874 square feet (as detailed in section (K)4 on page 3 of this RFB document) to get the per square foot per month unit price to enter above. **FOR EXAMPLE PURPOSES ONLY (and not as a reflection of what your bid should be):** If you would need to collect \$2000.00 per month for services provided under this contract, you would divide 2000 by 20,874 to arrive at bid price of \$0.95813 per square foot, per month.

**RENEWAL OPTION PRICING:** The pricing bid above for any purchases must remain firm until November 30, 2011 at which time up to three additional one-year contract extensions may be granted. Specify the maximum percentage increase for each renewal period in the spaces provided below. The vendor is cautioned that the percentages shall be computed against the ORIGINAL contract price above for each renewal period. If the spaces provided for renewal percentages are blank or not complete, renewal prices shall be the same as during the original contract period.

1 <sup>st</sup> Year %:	2 <sup>nd</sup> Year %:	3 <sup>rd</sup> Year %:
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If the option for renewal is exercised by MoDOT, the vendor shall agree that the prices for the renewal periods shall not exceed the maximum percentage of increase for the applicable renewal period. If any increase is requested, documentation of need must be provided at the time of renewal. In addition, MoDOT does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated. MoDOT reserves the right to use the appropriate published "consumer price index" to establish a percentage of annual increase assuring the contractor and MoDOT can reach common ground for price negotiations at renewal times.

**VENDOR NAME:**

(Please enter your company name in this block)

## 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 3  
General Services (Procurement) Division  
1711 Hwy 61 South, PO Box 1067  
Hannibal, MO 63401

**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.

**Information and Reports**

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

**Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. The Contractor will comply with local laws involving safety in the prosecution of the work.

**Holidays**

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.

**Cancellation of Contract**

If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to meet the requirements detailed herein 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 of such neglect or default.

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, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract, to take over the completion of the work, and the Contractor/supplier will be responsible for any additional costs incurred by the Department.

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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:  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- [ ] 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): \_\_\_\_\_  
 \_\_\_\_\_
  
- [ ] 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): \_\_\_\_\_  
 \_\_\_\_\_

### 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.**

**The bidder's failure to complete and return this document with the bid as directed above 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 pursuant to Section 34.353.3(2), RsMO.**

# 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 Bid 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 RFB'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 NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR BID.**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

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 a person whose name is subscribed to this affidavit, 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 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
title business name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

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

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

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

My commission expires:

***[documentation of enrollment/participation in a federal work authorization program attached]***

## VENDOR NOTES

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

**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:	Vendor Contact Information (including area codes):  Phone #:  Cellular #:  Fax #:						
Printed Name and Title of Responsible Officer or Employee:	Signature:						
Is your company registered/certified with the State of Missouri as a (please circle): <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding: 0 20px;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="padding: 0 20px;">YES</td> <td style="padding: 0 20px;">NO</td> </tr> <tr> <td style="padding: 0 20px;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="padding: 0 20px;">YES</td> <td style="padding: 0 20px;">NO</td> </tr> </table> 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>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO					
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO					
Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS? <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding: 0 20px;">YES</td> <td style="padding: 0 20px;">NO</td> </tr> </table> 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>		YES	NO				
YES	NO						

**All responses to this Request For Bid should be submitted on this form and should be returned to the Buyer listed above at the District mailing address shown. Bids should be mailed or hand-delivered. Responses by fax cannot be accepted or considered for award.**

**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 Bid, the RFB 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/Offeree 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.