



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES FROM \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

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: JULY 28, 2010	QUOTE DUE BY (DATE AND TIME): AUGUST 4, 2010 1:00 P.M. CDST	F.O.B. REQUIREMENTS: COLUMBIA, JEFFERSON CITY, SEDALIA, CAMDENTON & FULTON AREAS
TO BE DELIVERED/COMPLETED NO LATER THAN: AS PER BID CONTRACT	QUOTATION #: D5-11-003Q THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: SHELDON REDEL PHONE NUMBER: 573-751-7708 FAX NUMBER: 573-526-6796
District Mailing Address: MoDOT District 5 Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102	Delivery Locations: COLUMBIA MAINTENANCE FACILITY JEFFERSON CITY MAINTENANCE FACILITY SEDALIA MAINTENANCE FACILITY CAMDENTON MAINTENANCE FACILITY FULTON MAINTENANCE FACILITY See attached page for contact information	

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED ON ATTACHED PRICING SHEET

The Missouri Department of Transportation District 5 Office is requesting bids from vendors for tire repair service in the Columbia, Jefferson City, Sedalia, Camdenton, and Fulton areas.

Contract Period: August 2010 through July 31, 2011

See attached pages for contract information and pricing sheet.

All awarded bidders **MUST**:

1. Be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144, their number is (573) 751-9268.
2. Be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.
3. Must carry the minimum liability insurance as specified in the Terms and Conditions.

If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last two (2) years, in order to allow the Missouri Department of Transportation to pay invoice.

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

VENDOR INFORMATION

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

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

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

TIRE REPAIR SPECIFICATIONS
Bid #D5-11-003Q

Contract Period: August 2010 through July 31, 2011

AWARD: This is a multiple-award contract, with pricing submissions locked-in from all vendors for the contract period. Award of this bid will be to all responsive bidders. Award will be based on price, tire repair location, and availability.

RENEWAL PERIOD: MoDOT reserves the option for contract renewal of one (1), one year renewal, or any portion therein, upon mutual consideration by both parties. Renewal options are at the sole discretion of MoDOT. The bidder shall provide the price for the renewal period. If renewal price is not provided, the prices during renewal periods will be the same as during the current contract period. MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

Renewal period will be from August 1, 2011 through July 31, 2010.

ON-ROAD REPAIR: Road repair will be figured using an average of thirty (30) miles round trip, your trip may be more or less. Road repair has tire repair included. If multiple tire "Repairs" are to be made in the same general location (within five (5) road miles) on one call, only one road repair charge will be paid. Remaining repair will be paid as in shop repair.

On road repair will be subject to a three (3) hour time limit (from time of MoDOT call until service person arrives at work site) except when MoDOT states it will not be necessary.

IN-SHOP REPAIR: In shop repair will be completed within twenty-four (24) hours from time tire is delivered to your shop.

All tubeless tire repairs must be broken down and patched from the inside. A plug and patch or a plug/patch may be used, but the use of just a plug will not be accepted.

If repair cannot be made within the confines of this contract MoDOT reserves the right to secure another vendor for repairs.

MoDOT is purchasing more tires from local vendors on the state tire bid. The vendor that is rewarded the bid will get first chance at selling these tires. If the vendor that is granted the tire repair bid, wish not to sell these tires, then MoDOT will secure them from another vendor who will also get the mounting and balancing of these tires.

NONCOMPLIANCE: As a result of noncompliance, this contract can be withdrawn, at the discretion of MoDOT, for the remaining period of time contract. If contract is withdrawn the next lowest bidder will be contacted at his bid price to fulfill the "remainder" of the contract period.

The attached bid Quote form must be signed and returned with completed tire bid sheet pricing. Any exceptions may disqualify your bid.

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #D5-11-003Q

Region 1

4201 Paris Rd, Columbia, MO

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	
Balancing Light truck and car (16.5"and under)	_____			
Balancing Heavy Truck (17" and up)	_____			

Please indicate the maximum mile radius willing to extend services to: _____miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #D5-11-003Q

Region 2

**1617 Red Eagle Drive Jefferson City, MO 65102
830 MoDOT Drive Jefferson City, MO 65102
1511 Missouri Blvd. Jefferson City, MO 65102**

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	

Balancing Light truck and car (16.5" and under) _____

Balancing Heavy Truck (17" and up) _____

Please indicate the maximum mile radius willing to extend services to: _____ miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #D5-11-003Q

Region 3

2200 South Limit, Sedalia, MO 65301

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	
Balancing Light truck and car (16.5" and under)	_____			
Balancing Heavy Truck (17" and up)	_____			

Please indicate the maximum mile radius willing to extend services to: _____ miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #D5-11-003Q

Region 4

Lake Road 589, Camdenton, MO 65020

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	
Balancing Light truck and car (16.5" and under)	_____			
Balancing Heavy Truck (17" and up)	_____			

Please indicate the maximum mile radius willing to extend services to: _____ miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PRICING

Bid #D5-11-003Q

Region 5

4975 County Rd. 304, Fulton MO 65251

Tire Size	In-Shop Repair	On-Road Repair	Renewal Price In-Shop Repair	Renewal Price On-Road Repair
*15" Tubeless	_____	_____	_____	_____
*15" Tube Type	_____	_____	_____	_____
*16" Tubeless	_____	_____	_____	_____
*16" Tube type	_____	_____	_____	_____
17.5" Tubeless	_____	_____	_____	_____
19.5" Tubeless	_____	_____	_____	_____
7.50 x 18	_____	_____	_____	_____
7.50 X 20	_____	_____	_____	_____
*9.00 X 20	_____	_____	_____	_____
10.00 X 20	_____	_____	_____	_____
*11.00 X 22.5	_____	_____	_____	_____
13.00 x 24	_____	_____	_____	_____
*14.00 X 24	_____	_____	_____	_____
9.5 X 24	_____	_____	_____	_____
*14.9 X 24	_____	_____	_____	_____
*16.9 X 24	_____	_____	_____	_____
19.5 X 24	_____	_____	_____	_____
*14.9 X 28	_____	_____	_____	_____
16.9 X 28	_____	_____	_____	_____
*16.9 X 30	_____	_____	_____	_____
Boots	4" _____	6" _____	8" _____	
Boots for Radial	4" _____	6" _____	8" _____	
Balancing Light truck and car (16.5"and under)	_____			
Balancing Heavy Truck (17" and up)	_____			

Please indicate the maximum mile radius willing to extend services to: _____miles

OLD TIRES AND TUBES MUST BE RETAINED FOR MODOT

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

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

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- 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

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification and any other provisions outlined in the solicitation documents.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

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

Permits, Licenses and Safety Issues

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

Award

- a. Award of this bid/quote/proposal will be made on Multiple Award basis.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Delivery – Additional Requirements

b. 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

c. 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

a. 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.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Environmental Issues

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

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