



**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES FROM \$3,000 TO \$24,999.99**

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: MAY 28, 2008	QUOTE DUE BY (DATE AND TIME): JUNE 11, 2008 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION SEE PROJECT LOCATIONS BELOW
TO BE COMPLETED BY: REFER TO THE CONTRACT TERMS CONTAINED HEREIN.	QUOTATION # D208-054-R2 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB INTERMEDIATE PROCUREMENT AGENT PHONE NUMBER: 660-385-8245 FAX: 660-385-1707
District Mailing Address: (RFQ responses may be faxed) Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		Project Locations: Refer to the information contained herein for specific information on each project location.

SCOPE OF WORK

The Missouri Department of Transportation (MoDOT) District 2 is seeking qualified vendors to provide contract mowing services on specific sections of right-of-way twice, once prior to the Independence Day holiday (July 4) and once in August prior to the Labor Day holiday (the first Monday in September).

This service shall comply with the provisions outlined within this Request For Quotation and be provided according to the requirements & specifications of the enclosed Mowing Services Agreement.

If the contractor wishes to harvest the hay on the right of way in the awarded project area(s), they will have the first option to do so before this opportunity is offered to the general public. However, it will be necessary to complete a permit application and comply with the requirements detailed therein. The awarded contractor will coordinate the completion and approval of any permit applications with Jarod Murr, Senior Traffic Specialist, at 660-385-8268.

In sections where adjacent property owners are already keeping areas clean cut, those property owners will be allowed to continue this practice. Those property owners are not allowed to take hay from that ground. They may chose to let the area grow up for the contractor's haying purposes, but this is a voluntary decision on their part and they cannot be required to do so. It will be assumed the bidder has viewed the section(s) they are submitting a quotation on to identify such areas and to quote accordingly.

VENDOR NAME:	(Please enter your name/company in this block)
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PUBLIC PRE-BID MEETING NOTICE

The Missouri Department of Transportation (MoDOT) is inviting interested mowing contractors and local property owners in the North Central District to a public pre-bid meeting at the MoDOT District Office, located at 902 North Missouri Street in Macon, on **Wednesday, June 4, 2008**, beginning at 9:00 a.m. and lasting approximately 1 hour.

During this meeting, MoDOT representatives will review the scope of work related to this contract, provide detailed information on the specified sections of right of way to be mowed and will answer any questions arising from discussions with the attendees. Attendance at this public pre-bid meeting is not mandatory, but all interested parties are welcomed and encouraged to attend.

QUOTE PRICE SUBMISSION

<p>PROJECT LOCATION #1: Route 65 (Saline County): From Business Route 65 at Marshall, South to the Pettis County line; a distance of 10.3 miles (approximately 80 acres)</p>	<p>QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 80 acres)</p>
<p>PROJECT LOCATION #2: Route 36 (Livingston County): From Route C at Utica, East to the Coon Creek bridge; a distance of 4.6 miles (approximately 44 acres)</p>	<p>QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 44 acres)</p>
<p>PROJECT LOCATION #3: Route 36 (Livingston County): From Route CC, East to the Linn County line; a distance of 8.3 miles (approximately 86 acres)</p>	<p>QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 86 acres)</p>
<p>PROJECT LOCATION #4: Route 36 (Linn County): From the Livingston County line, East to Danube Drive; a distance of 6.2 miles (approximately 56 acres)</p>	<p>QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 56 acres)</p>
<p>PROJECT LOCATION #5: Route 63 (Macon County): From Route M South Junction at Atlanta, South to Route DD; a distance of 5.7 miles (approximately 53 acres)</p>	<p>QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 53 acres)</p>
<p>PROJECT LOCATION #6: Route 65 (Carroll/Lafayette County): From South city limits of Carrollton, to the Saline County line; a distance of 12 miles (approximately 51 acres)</p>	<p>QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 51 acres)</p>
<p>PROJECT LOCATION #7: Route 5 (Howard County): From Route 87 at Glasgow, South to Route FF near Fayette; a distance of 11.1 miles (approximately 41 acres)</p>	<p>QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 41 acres)</p>
<p>PROJECT LOCATION #8: Route 20 (Saline County): From East city limits of Blackburn, East to the West city limits of Marshall; a distance of 12.8 miles (approximately 52 acres)</p>	<p>QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 52 acres)</p>

SPECIAL TERMS AND CONDITIONS

Certificate of Good Standing

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within four (4) calendar 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 may result in his/her bid being rejected.

Insurance / Certificate of Insurance Requirements

Within four (4) calendar days of notification, the Bidder will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required herein, prior to the issuance of any contract, notice to proceed, or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552

Temporary Suspension of Work

The **District Engineer or a designated representative** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

INSTRUCTIONS TO VENDORS

When responding to this Request For Quotation, vendors should:

1. List their quote price (per acre) in the spaces provided on pages 2.
2. Complete the Preference In Purchasing Products form on page 9.
4. Provide the requested Vendor Information in the blocks provided on page 10.
5. Return, as a minimum, pages 1, 2, 9 and 10 before the response deadline (per instructions on pages 1 and 3).

Award decisions will be made on a "Location by Location" basis using the "lowest and best" principle of award. Contracts will be awarded individually for each specified section of right of way.

It is not necessary to submit a quotation on all locations. Only submit a quotation for the location(s) you are interested in providing services on. If bidding on multiple locations, please do not bid for more sections than you could mow in the time frames required, in the event you would be awarded all locations you submit a quote for.

Responses may be mailed, hand-delivered or faxed to the MoDOT District 2 Procurement Office at the district address or fax number listed above. If an interested vendor does not have access to a fax machine, responses may be brought to any of the following MoDOT offices, for faxing to the Procurement Office in Macon, Missouri:

- District 2 Marshall Area Office, located at 632 N. Miami in Marshall, Missouri
- District 2 Chillicothe Project Office, located at 1303 Mitchell Ave in Chillicothe, Missouri
- District 2 Kirksville Area Office, located at 311 N. Elson in Kirksville, Missouri

Regardless of the delivery method or the location of the fax transmittal, **all responses must be received at the Procurement Office in Macon, Missouri, no later than 1:00 PM on June 11, 2008.**

CCO Form:
Approved: 04/07 (BDG)
Revised:
Modified:

DRAFT

(THE TERMS & CONDITIONS DETAILED HEREIN WILL APPLY TO THIS QUOTATION. SPECIFIC DATA WILL BE FILLED IN FOR EACH PROJECT LOCATION WHEN CONTRACTS ARE AWARDED)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MOWING SERVICES AGREEMENT**

THIS AGREEMENT is entered into by _____ (hereinafter, "Company") and the Missouri Highways and Transportation Commission (hereinafter, "the Commission").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the personnel, equipment, materials and all other things necessary for mowing right-of-way in _____

(B) The Company shall mow the described right-of-way twice. One mowing cycle shall be accomplished in the month of June, prior to the Independence Day holiday (July 4th) and the other in the month of August, prior to the Labor Day holiday (the first Monday in September). For each mowing cycle, the Commission's representative will issue a notice to proceed, which will stipulate the date the Company is expected to begin work. The notice to proceed will be issued at least five (5) calendar days before the stipulated date to start work for each mowing cycle. The Company shall complete all work required for each mowing cycle through the entire contract limits within two weeks of the date the Company is expected to begin work. This Agreement consists of mowing approximately ___ acres per cycle. Thus the total quantity to be mowed is ___ acres, if all areas are mowed and all mowing cycles are authorized.

(C) No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the pay item in this Agreement.

(D) Mowing of the right-of-way shall consist of mowing grassed or vegetated roadside areas as follows: A width fifteen (15) feet from the outside edge of the paved surface. Additionally, medians with less than sixty (60) feet between the paved surfaces shall be mowed in their entirety. Medians greater than sixty (60) feet between the paved surfaces shall be mowed for a distance of fifteen (15) feet from the paved surface. Additionally, sight distance triangles, approximately 100 feet long on each leg, shall be mowed at median crossovers and at state and county road intersections. These sight distance triangles help vehicles on the side roads and in the median to see oncoming traffic. Additionally, when at-grade bridges are encountered, the Company shall complete a bridge cut, by flaring out, at the beginning of the guardrail, and cutting a 45 degree angle to the right of way line and then mowing the entire area alongside the bridge to the spill fill (steep grade). Vegetation to be mowed shall consist of planted or naturally occurring grasses, weeds, and other vegetation, both herbaceous and

woody, excluding landscaped ornamental plantings.

(E) All equipment used in the execution of the contract, including but not limited to riding mowers, trucks, tractors, protective and supply vehicles, shall be equipped with either a white strobe light or an amber flashing light. The light shall be used when operating along or adjacent to the roadway. All mowing equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment. All manufacturer recommended safety devices shall be properly installed and maintained at all times that the equipment is in use. All mowing equipment shall have protective devices on the mower to prevent objects from being thrown into traffic. If the Commission's representative determines that any equipment is deficient in safety devices, the Company shall immediately remove the equipment from service until the deficiency is corrected.

(F) Mowing equipment used by the Company shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings. All grass and vegetation shall be cut to a height of six (6) inches unless otherwise directed by the Commission's representative. Equipment used for mowing shall not be used on slopes steeper than 3 to 1 unless the equipment is designed for that purpose. Mowing shall include the vegetation around all Commission signposts within the defined mowing width.

(G) Where the limits of mowing have been previously established, or natural landscaping has been preserved, mowing shall conform to the established mowing contours unless otherwise excluded by the Commission's representative. Mowed areas shall be uniform in appearance with no streaking or scalping. Mowed areas of different widths shall be connected to produce smooth flowing transitions. Clippings shall be evenly distributed over the mowed area. No large clumps of clippings shall remain after mowing.

(H) One side of the roadway shall not be mowed to a length for which the adjacent roadside cannot be mowed the succeeding workday. At the conclusion of each working day, no more than a one (1) mile section shall be left partially mowed. All work shall be performed during daylight hours.

(I) Except during working hours, the Company shall not park vehicles or store equipment or materials closer than 30 feet from the edge of pavement carrying traffic, unless the equipment, vehicles, or materials are located in a properly protected area. The Company shall notify the Commission's representative of all temporary parking or storage locations located on the right of way. If prior arrangements are made with the appropriate maintenance building supervisor and providing that space is available on the lot, the Company may be allowed to park their equipment overnight at the closest MoDOT maintenance facility.

(J) All service and supply operations shall be conducted at least 30 feet from the edge of pavement. No supply vehicle shall enter the median for any purpose except as necessary to repair or remove inoperable equipment.

(K) All personnel involved in mowing operations or service and supply operations shall wear high visibility safety vests or other high visibility clothing.

(L) Actions by the Company that result in damage to turf, trees, curbs, sidewalks, pavement, signs, structures, mail boxes, delineators, landscaping, or other appurtenances shall be repaired or replaced to the satisfaction of the Commission's representative at the Company's expense. Ruts, tire tracks, and other disturbed areas caused

by the Company shall be filled with approved topsoil and re-seeded as directed by the Commission's representative at the Company's expense.

(M) Measurement of mowed and trimmed areas will be made to the nearest acre. Final measurement will not be made except for authorized changes, or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity. An appreciable error is defined as an increase in excess of 125% or decrease below 75% of the original contract quantity. Payment will be made for contract quantities except for authorized changes or if appreciable errors are found in contract quantities. Payment will be considered full compensation for all labor, equipment, and material necessary to perform the described work.

(N) When operating mowing equipment within 30 feet of the edge of pavement, 48-inch warning signs with the legend "MOWERS AHEAD" shall be placed a maximum of one mile in advance of the operation, and at intervals not to exceed one mile within the operation. Signs shall be erected for both directions of traffic when working on two-lane roadways or in the medians of four-lane roadways. Signs shall be erected on approaching ramps and major side roads as necessary or as directed by the Commission's representative. The Company shall place all signs prior to beginning work and shall relocate the signs as work progresses. These signs shall be supplied by the Commission's representative. No direct payment will be made for installing, relocating or removing work zone signs. No protective vehicles/attenuators will be required, except for Project Location #6, which has a 3 to 4 mile section in which the mowing tractor will encroach upon the driving surface in the course of mowing. While mowing this particular section a protective vehicle will be required. This vehicle must be capable of having a MoDOT-supplied warning sign mounted to it with a height of 4' from the bottom of the sign to the ground and shall be mounted with lighting as detailed in section (E) above.

(O) Upon presumptive completion of the required work for each mowing cycle, the Company shall notify the Commission's representative and an inspection will be performed by the Commission's representative. If the Commission's representative determines all work required by the contract has been satisfactorily completed, the Commission's representative will make the acceptance for maintenance and notify the Company in writing of the date of acceptance.

(P) Work determined to be unsatisfactory by the Commission's representative and not accepted shall be corrected to acceptable standards at the Company's sole cost. Upon completion of the corrections, the Company shall notify the Commission's representative for a re-inspection. All items that are unsatisfactory shall be corrected before payment is made to the Company for all work.

(Q) Nothing in this Agreement shall be deemed to excuse the Company of liability or responsibility for any personal injury, death, or property damages which may arise from acts or the failure to act prior to the final inspection of the work required during the mowing cycle.

(R) Upon final inspection and acceptance for maintenance of the work performed during a mowing cycle, the Company shall request payment by submitting an invoice to the Commission's representative. The Commission's representative will make an estimate in writing of the work completed and final inspection during the mowing cycle and the value thereof at the contract unit prices. Payment will be made based upon the Commission's representative's estimate.

(2) COMPENSATION: The Company will mow the selected areas of the Commission Right-of-way at the rate of \$_____ per acre. The amount to be paid to the Company by the Commission will be made through purchase orders and State Treasurer's draft upon receipt of statement from the Commission Representative indicating payment was due for the services provided. In the event that the low bidder is unavailable to perform the services covered by this agreement when the notice to proceed is issued, the Commission reserves the right to allow the next lowest bidder(s) to perform said services. The original low bidder will be given first right of refusal on all mowing cycles.

(3) NONDISCRIMINATION: The Company shall comply with all state and federal statutes applicable to the Company relating to nondiscrimination.

(4) DECISIONS UNDER THE AGREEMENT: The Commission's representative will decide all questions concerning the quality, quantity, and acceptability of services performed by the Company, the rate of progress of the services; any questions which may arise as to the intent of the scope of services; all questions as to the acceptable fulfillment of the Agreement on the part of the Company; the proper compensation for a breach of the Agreement; and all other claims in connection with this Agreement. The Commission representative's decisions shall be conclusive, binding and incontestable.

(5) INDEMNIFICATION: The Company 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 Company's performance of its obligations under this Agreement

(6) VENUE: It is agreed by the Company that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(7) INSURANCE: The Company shall provide general liability insurance covering all work to be performed by the Company. The specific amounts of insurance coverage shall be, Public Liability (including property damage and personal injury): Not less than \$400,000 for any one person in a single accident or occurrence, Not less than \$1,000,000 for all claims arising out of a single occurrence.

(8) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the Company and the Commission, and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Company.

(9) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Company and the Commission.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Company with written notice of cancellation. Should the Commission 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 Company.

(11) COMMISSION REPRESENTATIVE: The Commission's District Maintenance

Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(12) GOVERNING LAW: This Agreement shall be construed according to the laws of the state of Missouri. The Company shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) DURATION: Unless otherwise terminated, this Agreement shall be in effect for three (3) months from the execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Company the _____ day of _____, 20__.

Executed by the Commission the _____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

COMPANY

By _____
Signature

By _____
Signature

Title: _____

Title: _____

Attest: (SEAL)

Attest:

Secretary to the Commission

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

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.

VENDOR NOTES

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should 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 #: Cellular #:
Email Address:	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):	
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 should be submitted on this form and ALL pages should be returned to the Buyer listed above at the District mailing address or fax number shown.

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.

- 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 a showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make 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 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 contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

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

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied 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 matter.

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 obligation under this Agreement.

