



THIS IS NOT AN ORDER

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: NOVEMBER 25, 2008	BID DUE BY (DATE AND TIME): DECEMBER 9, 2008 @ 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE LOCATIONS BELOW)
CONTRACT PERIOD: DECEMBER 15, 2008 THROUGH DECEMBER 14, 2009 WITH THE OPTION FOR TWO 1-YEAR EXTENSIONS, PROVIDED ALL PARTIES ARE IN AGREEMENT.	RFB #: D8PP-9011 THIS RFB # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: ANDY MCNEILL, CPPB INTERMEDIATE PROCUREMENT AGENT PHONE NUMBER: (417)-895-7645 FAX: (417) 895-6704
District Mailing Address: Missouri Department of Transportation – District 8 3025 East Kearney Street Springfield, MO 65803		Pickup Locations: Missouri Department of Transportation – District 8 12 Counties – Springfield Area Refer to the address/location cross-reference listing included below (this list is subject to change).

The Missouri Highways and Transportation Commission (Missouri Department of Transportation – MoDOT) is requesting bids from vendors for the purpose of supplying the Springfield District (District 8) with used oil and antifreeze pickup services at our various facilities. **Please provide, in the space below, the amount, per gallon, your company will pay MoDOT for used oil and antifreeze when picking it up from any MoDOT District 8 location:**

Unit of Measure	Description	Unit Price
Gallon	Used Oil	\$_____

Unit of Measure	Description	Unit Price
Gallon	Used Antifreeze	\$_____

It is MoDOT's intent to accept compensation for used oil. Compensation for used antifreeze is welcomed, but no charge pickup will be accepted. Any charges to MoDOT for pickup will not be accepted for either material. MoDOT will work with contractor to provide "route" pickups of materials as to save multiple trips into areas. MoDOT reserves the right to request pickups on an as needed basis despite availability of pickups at other locations.

The vendor's response to this Request For Bid shall include the following:

1. A copy of the vendor's transport license from the Missouri Department of Natural Resources. A copy shall be carried in the vendor's vehicle when picking up and hauling MoDOT used oil or antifreeze.
2. A copy of the vendor's Environmental Protection Agency identification number.
3. A copy of the vendor's certificate of insurance showing, as a minimum, the coverage's outlined below:

*******FAXED BIDS WILL BE ACCEPTED - 417-895-6704*******

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. **Unless otherwise specified, insurance limits shall be as follows:**

1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
2. Public Liability (includes property damage and personal injury):
 - a. Not less than **\$400,000** each individual per accident or occurrence.
 - b. Not less than **\$2,500,000** each accident or occurrence.
3. Special Hazard Insurance: As required.

The successful vendor shall give at least 24 hours advance notice to the facility supervisor prior to each pickup. Pickups will only be made between the hours of 7:00 a.m. and 3:30 p.m. Monday through **Thursday**, unless other arrangements are made with and are acceptable to the supervisors of the individual facilities. No pickups will be made on Saturdays, Sundays or observed state holidays. The vendor must take all used oil and antifreeze collected during the contract year.

Under any bids submitted, the vendor shall recycle and/or dispose of used oil or antifreeze removed from any MoDOT District 8 facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used oil and antifreeze picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall pump used oil or antifreeze out of MoDOT's barrels and bulk storage tanks. The vendor shall transport used oil and antifreeze removed from any MoDOT facility in a manner compliant with all applicable state, federal, or local laws. The vendor will be responsible for the complete cleanup of any spills occurring and costs incurred during pickup, transfer, or transport operations. The vendor shall notify MoDOT District 8 of the recycling center and/or disposal center, if any, which shall be used.

A pump ticket verifying the gallons picked up shall be provided and signed by the vendor's representative and a MoDOT representative from the originating facility. The gallons listed on the pump ticket must be verified by a definable method of measurement (no estimating), either by the use of a certified pump meter or by the use of a measuring stick ("sticking" the tank before and after pumping operations to determine the gallons picked up). One copy of the pump ticket shall be left with the MoDOT representative at the facility and a second copy should be included with the payment for the used oil or antifreeze. Checks should be made payable to the "Director of Revenue – Credit Road Fund" and submitted on a monthly basis to the District 8 Business and Benefits at the district mailing address shown. The location of service must be indicated with payment.

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 award of any contract 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.

HB600 COMPLIANCE: The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure he/she is in good standing with the Missouri Department of Revenue. Prior to award, MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of HB600; verifying the Bidder is not delinquent on any taxes due to the Missouri Department of Revenue. If necessary a "Certificate of No Tax Due" may be requested from the Bidder, prior to the finalization of an award decision. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

MISSOURI DEPARTMENT OF TRANSPORTATION

District 8

Facility Address/Physical Location Cross-Reference Listing

Building	County	Address	Location
Ava	Douglas	Rt. 3 Box 23B, Ava, MO 65608	Rt 5, 1/2 mile s/o Rt 14
Bolivar	Polk	2816 W. Broadway, MO 65613	Rt 32 1/2 mile e/o Rt 13
Bradleyville	Taney	20907 E. Highway 76, Taneyville, MO 65759	Rt 76, 4 1/2 mile e/o Rt AA
Branson	Taney	275 SW Outer Road, Branson, MO 65616	0.2 mile w/o the Jct. Rt. 65 and Rt. F/465
Buffalo	Dallas	215 N. Ash Street, Buffalo, MO 65622	Rt 65, 1/4 mile n/o Rt 32
Clever	Christian	213 Public Street, Clever, MO 65631	Rt K, 1/4 mile s/o Rt 14
Conway	Dallas	1111 State Highway M, Conway, MO 65632	Jct. Rt M & Rt B
Dora	Ozark	Box 3830, Dora, MO 65637	Rt 181 2/10 mile n/o Rt H
Dove	Laclede	33601 Olathe, Lebanon, MO 65536	Rt 5, 1 mile s/o Rt VV
Drew	Laclede	12511 Highway B, Lebanon, MO 65536	Jct. Rt O & Rt B
Drury	Douglas	HCR 73, Box 46, Drury, MO 65638	Rt 95, 6 mile s/o Rt 76
Fair Grove	Greene	4625 Shelby Road, Fair Grove, MO 65648	1.5 miles s/o Rt 65
Fordland	Webster	1099 Brentlinger Drive, Fordland, MO 65652	1/4 mile w/o Jct Rt PP & Rt 60
Gainesville	Ozark	Rt. 1 Box 1C, Gainesville, MO 65655	Rt. MM, 500 ft. w/o Rt. 5
Galena	Stone	1880 State Hwy. 248 East, Galena, MO 65656	Rt 248 2 mile w/o Rt 13
Goodhope	Douglas	Rt. 3 Box 263, Goodhope, MO 65608	Jct Rt 76 & Rt T
Halfway	Polk	2074 Highway 32, Halfway, MO 65663	Rt 32, 1/4 mile w/o Rt H
Hartville	Wright	5804 Highway 5, Hartville, MO 65667	Rt 5 1/2 mile n/o Rt Z
Hollister	Taney	1377 E. Hwy 76, Branson, MO 65616	Rt. 76, 1 1/4 mile e/o Bus. Rt. 65
Humansville	Polk	300 N. Cypress, Humansville, MO 65674	Rt 123, 1/4 mile n/o Rt V
Lampe	Stone	1063 West Highway 86, Lampe, MO 65681	Rt 86 1 mile w/o Rt 13
Lebanon	Laclede	1120 Ivey Lane, Lebanon, MO 65536	1/4 mile n/o Bus. Loop 44
Manes	Wright	6585 Highway H, Hartville, MO 65667	Rt H 2 mile w/o Rt 95
Mansfield	Wright	2066 Highway 5, Mansfield, MO 65704	Rt 5 1/2 mile n/o Rt 60
Marshfield	Webster	331 Pin Oak Loop, Marshfield, MO 65706	Rt 38, 1.6 mile n/o I-44
Mountain Grove	Wright	8675 Old Highway 60, Mountain Grove, MO 65711	Old Rt. 60 4/10 mile w/o Bus. 60
Nebo	Laclede	37998 Highway 32, Falcon, MO 65470	Rt 32, 1 mile w/o Rt U
Ozark	Christian	1810 Selmore Blvd., Ozark, MO 65721	F.R. 14-101, 1/8 mile s/o Rt 14
Plad	Dallas	1341 State Highway 64, Tunas, MO 65764	Rt 64, 1/2 mile e/o Rt K
Preston	Hickory	Route 1, Box 124, Preston, MO 65732	Rt 54, 1/4 mile e/o Rt 65
Republic	Greene	19925 S. State Highway N, Springfield, MO 65802	Rt N, 1/2 mile s/o I-44
Rueter	Taney	33279 Highway 160, Kissee Mills, MO 65680	Rt 160 2-3/4 mile w/o rt 125
Seymour	Webster	500 State Highway C, Seymour, MO 65746	Rt C 1/4 mile n/o Rt 60
Springfield	Greene	2455 North Mayfair Street, Springfield, MO 65803	1 Block North of 744
Sunshine	Greene	4101 West Sunshine Street, Springfield, MO 65803	Jct Rt 60 & Farm Road 148
Walnut Grove	Greene	515 E. Main, Walnut Grove, MO 65770	Rt BB, 1/2 mile e/o Rt 123
Wasola	Ozark	HCR 2, Box 36, Wasola, MO 65773	Rt. 95, 1/2 mile w/o Rt. 5
Wheatland	Hickory	Route 3, Box 3285, Wheatland, MO 65779	Rt 54, 1 mile e/o Rt 83

VENDOR NOTES

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

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
	Phone #:
	Fax #:
Email Address:	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 Bid MUST be submitted on this form and ALL pages MUST be returned IN A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or on the mailing label, to the Buyer listed above at the District mailing address shown. Failure to do so could result in a rejected bid for non-compliance.

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 or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be

in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

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

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. 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 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**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. 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.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Permits, Licenses and Safety Issues

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

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "**highest** and best" principle of award.

Pickup – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned pickup schedule at least 16 hours before starting pickup.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate pickup.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is picked up.
- b. No pickups will be made during the period from **30 minutes before sundown to sunrise**. No pickups will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Legal Weights

- a. Provisions of the Missouri Statues 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.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.