



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: APRIL 2, 2009	QUOTE DUE BY (DATE AND TIME): APRIL 16, 2009 1:00 P.M. C.S.T.	F.O.B. REQUIREMENTS: DESTINATION – FULL FREIGHT ALLOWED
TO BE DELIVERED/COMPLETED NO LATER THAN: 30 Days ARO	QUOTATION #: D8PP-9022 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: ANDY McNEILL, CPPB INTERMEDIATE PROCUREMENT AGENT 417-895-7645
District Mailing Address #: Missouri Department of Transportation M.P.O. Box 868 3025 East Kearney Springfield, MO 65803 Facsimile #: 417-895-6704		Delivery Locations: Laclede County Various Intersections along Route 5, inside the city limits of Lebanon

Loop Detector Replacements and Additions

Pricing – The bidder shall provide firm, fixed prices in the table below for providing the deliverables/services in accordance with the provisions and requirements of this RFQ. All costs associated with providing the required deliverable/services shall be included in the prices stated below.

DESCRIPTION	LUMP SUM TOTAL PRICE
Loop Detector Replacements, Additions, and Microprobe Installation	

- Only items on the latest revision of the Missouri Department of Transportation Approved Products List for Traffic Signals and Highway Lighting Equipment will be accepted.
- Contractor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations.
- All bids shall be returned in a Sealed Envelope – FAXED BIDS **WILL NOT BE ACCEPTED**

SPECIAL NOTES:

Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

VENDOR NOTES

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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 #: Email address:						
Printed Name and Title of Responsible Officer or Employee:	Signature:						
Is your company registered/certified with the State of Missouri as a (please circle): <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding: 0 10px;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="padding: 0 10px;">YES</td> <td style="padding: 0 10px;">NO</td> </tr> <tr> <td style="padding: 0 10px;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="padding: 0 10px;">YES</td> <td style="padding: 0 10px;">NO</td> </tr> </table>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO					
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO					
If you would like information on becoming a registered/certified MBE/WBE vendor please visit MoDOT's website at the following address: http://www.modot.mo.gov/ecr/index.htm							

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.

JOB
SPECIAL PROVISIONS

A. GENERAL

1.0 The contractor shall provide **Loop Detector Replacements** for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) District 8, hereinafter referred to as "MoDOT", in accordance with the provisions and requirements stated herein.

2.0 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT District 8.

3.0 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

B. SCOPE OF WORK

1.0 The scope of work for this project is to replace non-operational induction loop detectors and system loops on roadways in Laclede County maintained by the Commission, and the City of Lebanon.

2.0 Work shall performed during **nighttime** hours.

C. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the Project Contract, Derek Olson, (417) 895-7653, forty-eight (48) hours prior to lane closures, traffic shifts or detours. The contractor shall designate a contact person who is available for the duration of the work to resolve any traffic impact issues resulting from the contractor's operations.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for

continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.6 All lanes of traffic shall be opened to traffic during non-working hours. Access shall be maintained to all businesses, side roads and entrances along the project at all times during construction or as approved by the engineer. Only one-half of the side road or entrance shall be blocked or closed at a time, thus allowing access to the side road or entrance.

3.0 Work Hour Restrictions.

3.1 The contractor shall not perform any construction operation on the active lanes within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.2 Work shall be performed during **nighttime** hours only. Nighttime hours shall be considered 8:00 p.m. to 6:00 a.m. for this project.

3.3 The contractor is responsible for all necessary traffic control.

4.0 Detours and Lane Closures.

4.1 At least one lane of traffic in each direction on travel shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions.

D. UTILITIES

1.0 It is the inherent risk of the work under this contract that the Contractor may encounter utilities above and/or below the ground or in the vicinity of any given work order which may interfere with their operations. The Contractor expressly acknowledges and assumes this risk even though the nature and extent is unknown to both the Contractor and the Commission at the time of bidding and award of the contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the Contractor's work under this contract shall not be compensable.

2.0 The Contractor will be responsible and is required to call for utility locates prior to performing any excavation work within any project limits for a given work order. Calling for utility locates will not relieve the Contractor of his liability for utility damages caused by excavating operations performed by the Contractor and/or any of his subcontractors. The Contractor shall be solely responsible for all costs, fines, and penalties associated with the repair of any damaged utility caused by the actions of the Contractor and/or any subcontractor within the given work order limits.

2.1 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

3.0 Any representation of the presence of utilities on any bidding document provided or work order issued under this contract is disclaimed by the Commission. The Contractor fully understands this disclaimer when determining the basis of their bid for this contract. The Contractor agrees to hold the Commission harmless in the presents or absents of any utility within the limits of any work order resulting from this contract.

E. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Derek Olson, Senior Traffic Studies Specialist
District 8, Traffic
3025 East Kearney
Springfield, MO 65803
Telephone Number 417-895-7653
E-mail Derek.Olson@mail.mo.gov

H. MOBILIZATION

1.0 No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the individual contract pay items included in the contract.

I. ADVANCE NOTICE FOR MARKING INDUCTION LOOP LOCATIONS

1.0 The contractor shall give the engineer at least two working days advance notice before cutting induction loops.

2.0 Basis of Payment. There shall be no direct payment for compliance with this provision.

J. 6 X 30 LOOP DETECTOR

1.0 Description. The contractor shall install the 6 X 30 induction loop detectors and leads at the locations specified in the plans.

2.0 Construction Requirements. The contractor shall install the induction loop detectors, run the necessary leads to the existing pull box, and spool 3' of additional cable in the appropriate existing pull box. The contractor is required to make the final connection in the pull box (between the loop cable and the lead-in cable).

3.0 Basis of Payment. Payment for installation of 6 X 30 induction loop detectors including the leads from the induction loop to the pull box and 3' of additional cable will be made included with the lump sum for the entire project.

3.1 No direct payment will be made for abandonment of existing 6 X 30 induction loops.

K. 6 X 6 LOOP DETECTOR

1.0 Description. The contractor shall install the 6 X 6 induction loop detectors and leads at the locations specified in the plans.

2.0 Construction Requirements. The contractor shall install the induction loop detectors, run the necessary leads to the existing pull box, and spool 3' of additional cable in the appropriate existing pull box. The contractor is required to make the final connection in the pull box (between the loop cable and the lead-in cable).

3.0 Basis of Payment. Payment for installation of 6 X 6 induction loop detectors including the leads from the induction loop to the pull box and 3' of additional cable will be made included with the lump sum for the entire project.

3.1 No direct payment will be made for abandonment of existing 6 X 6 induction loops.

L. MoDOT SUPPLIED MICROPROBES

1.0 Description. The contractor shall install 2 each MoDOT supplied microprobes for MO 5 at Elm.

2.0 Construction Requirements. The contractor shall cut lead ins, core drill, and install the microprobe according to the manufacturer's specifications. The contractor shall spool excess cable for the microprobe in the bottom of the controller. MoDOT forces will be hooking up the microprobe inside the controller.

2.1 A description of the microprobe sensors can be found at: http://www.gtt.com/PDF/Canoga_701_Microloop.pdf

2.2 The installation manual for the microprobe sensors can be found at: <http://www.gtt.com/PDF/75029972306.pdf>

3.0 Basis of Payment. Payment for installation of microprobes is included with the lump sum for the entire project.

3.1 No direct payment will be made for abandonment of existing induction loops.

M. MO 5 at HAYES

1.0 Description. The contractor shall install a 6 x 6 induction loop detector, leads, and lead-in cable for additional detection for the eastbound left turn lane.

2.0 Construction Requirements. The contractor shall install the induction loop detectors, run the necessary leads to the existing pull box, install lead-in cable, and spool 3' of additional cable in the appropriate existing pull box. The

existing induction loop for the eastbound left turn lane needs to remain in place and usable. Care will be taken not to damage the existing loop. The contractor is required to make the final connection in the pull box (between the loop cable and the lead-in cable).

2.1 Contractor will install 2c #14 Lead in Cable from controller to appropriate pull box nearest the loop. Contractor to spool excess lead-in cable in controller base. MoDOT forces will install the detector cards and connect the lead-in cable at the controller.

3.0 Basis of Payment. Payment for installation of 6 X 6 induction loop detectors including the leads from the induction loop to the pull box, lead-in cable, and 3' of additional cable will be included with the lump sum for the entire project.

N. MO 5 at COMMERCIAL

1.0 Description. The contractor shall install 6 x 6 induction loop detectors, 6 x 30 induction loop detectors, and leads for the eastbound, westbound, and southbound movements (as shown in table). The existing video detection for these movements needs to be removed.

2.0 Construction Requirements. The contractor shall install the induction loop detectors, run the necessary leads to the existing pull box, and spool 3' of additional cable in the appropriate existing pull box. The contractor shall remove the existing video detection cables and cameras for eastbound, westbound, and southbound movements.

2.1 Contractor shall deliver video detection cameras (eastbound, westbound, and southbound only) to MoDOT signal shop located at 3025 E. Kearney St. Contact Joe Dotson, Signal Supervisor, 48 hours prior to delivery.

2.2 Contractor will install 2c #14 Lead in Cable from controller to appropriate pull box nearest the loops. The contractor is required to make the final connection in the pull box (between the loop cable and the lead-in cable). The MoDOT forces will install the detector cards and lead-in cable within the controller. Contractor to spool excess lead-in cable in controller base.

3.0 Basis of Payment. All work (including 6 x 6 loops, 6 x 30 loops, removing video detection, removing video cables, etc.) will be considered inclusive and paid for with the lump sump for the entire project.

O. DAMAGE TO EXISTING PAVEMENT, SHOULDERS, SIDE ROADS, ENTRANCES, CURB, AND OPERATIONAL LOOP DETECTORS

1.0 Description. This item will provide repairs to existing pavement, shoulders, side roads, entrances, curb, and operational loop detectors from damage caused by contractor operations.

2.0 Construction Requirements. Any cracking, gouging, or other damage to the existing pavement, shoulders, side roads, entrances, curb, or operational loop detectors from general construction shall be repaired within twenty four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, entrances, curb, or loop detectors shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged items as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, shoulders, side roads, entrances, curb, or operational loop detectors damaged by contractor operations.

MoDOT District 8 Loop Replacement

County	Intersection - City	Direction / Lane	Loop Config.	Saw Cut Estimates			1c #14 Wire Est.	2c #14 Lead in Cable
				LF Loop	LF Lead-in	LF Total		
Laclede								
	MO 5 @ MO 64 - Lebanon	EB LT	6 x 30 - quad	102	25	127	324	----
		EB Thru	6 x 30 - quad	102	35	137	354	----
	MO 5 @ 4th - Lebanon	NB Outside	6 x 6 - square	24	79	103	240	----
		NB Inside	6 x 6 - square	24	88	112	318	----
	**MO 5 @ Commercial - Lebanon	EB Thru	6 x 30 - quad	102	8	110	330	178
		WB Thru	6 x 30 - quad	102	6	108	356	19
		SB LT	6 x 30 - quad	102	28	130	330	93
		SB Inside	6 x 6 - square	24	20	44	122	93
		SB Outside	6 x 6 - square	24	10	34	102	93
	**MO 5 @ Hayes - Lebanon	EB LT	6 x 6 - square	24	20	44	112	15
	**MO 5 @ Elm - Lebanon	NB Outside	MicroLoop Install	----	30	30	----	----
		NB Inside	MicroLoop Install	----	41	41	----	----
					Total:	1020	2588	491

**See Special Provisions for additional details.

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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

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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.
 - 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.**

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- 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

- (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- | | |
|---|---|
| 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. | |

Required Specifications

- a. 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.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **LACLEDE**. The General I Wage Order **# 52** may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

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 "lowest and best" principle of award.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.

Temporary Suspension of Work

- a. The **District Engineer** 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.
- b. 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.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

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

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

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.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.