



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

***THIS IS NOT AN ORDER***

**REQUEST FOR QUOTE**

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 15, 2009	QUOTE DUE BY (DATE AND TIME): <b>APRIL 22, 2009 @ 10:00 AM CST</b>	F.O.B. REQUIREMENTS: DESTINATION (SEE LOCATIONS BELOW)
CONTRACT PERIOD: APRIL 22, 2009 THROUGH APRIL 21, 2010 WITH THE OPTION FOR TWO 1-YEAR EXTENSIONS, PROVIDED ALL PARTIES ARE IN AGREEMENT.	RFQ #: <b>D9091586R9</b> THIS RFQ # SHOULD BE REFERENCED ON ALL CORRESPONDENCE.	BUYER NAME: CARMELLA GREEN, CPPB INT. GS SPECIALIST PHONE NUMBER: (417) 469-6253 FAX NUMBER (417) 469-3449
District Mailing Address:  Missouri Department of Transportation – District 9 Procurement P.O. Box 220 Willow Springs, MO 65793	Pickup Locations:  Missouri Department of Transportation – District 9 13 Counties – South Central Missouri 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 quotes from vendors for the purpose of supplying the South Central District (District 9) 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 9 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 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 Quote 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.
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:

**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 coverage:

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

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 8:00 a.m. and 3:30 p.m. Monday through Friday, 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. NOTE: On a seasonal basis, some facilities work four 10-hour shifts and are closed on Fridays. In these instances, no pickups will be made on Friday's. The vendor must take all used oil collected during the contract year.

Under any quotes submitted, the vendor shall recycle and/or dispose of used oil removed from any MoDOT District 9 facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used oil picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall pump used oil out of MoDOT's barrels and bulk storage tanks. The vendor shall transport used oil 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 9 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. Checks should be made payable to the "Director of Revenue – Credit Road Fund" and submitted on a monthly basis to Carmella Green at the District 9 Procurement office at the district mailing address shown. The location of service must be indicated with payment.

**Certificate of Good Standing**

All respondents must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. All bidders must be in good standing prior to issuance of "Notice to Proceed". Secretary of State (573) 751-4936 or <http://www.sos.mo.gov/business/corporations/onlineServices.asp>

**HB600 Compliance**

All respondents must be in compliance with House Bill 600, Section 23.060 RSM0, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSM0 144. Department of Revenue (573) 751-9268 or <http://dor.mo.gov/tax/business/sales/hb600.htm>

**Worker Eligibility Verification**

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- Submitting a completed, notarized copy of **AFFIDAVIT of WORK AUTHORIZATION**, and
- Providing documentation affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of a completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xpreprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xpreprot/programs/gc_1185221678150.shtm)

**FAXED BIDS WILL BE ACCEPTED 417-469-3449**

# MISSOURI DEPARTMENT OF TRANSPORTATION

## District 9

### Facility Address / Physical Location Cross-Reference Listing

Facility	County	Address	Location
*Alton	Oregon	Rt. 1, Box 1822, Alton, MO 65606	Rt. 160 1 Mile East of Rt. 19
*Bellevue	Iron	HC 63, Box 1120, Bellevue, MO 63623	Jct. 21 & Rt. O
Bunker	Dent	Route 2, Box 124C, Bunker, MO 63629	Rt. A 0.4 Mile West of Rt. 72
*Centerville	Reynolds	Route 1, Box 99, Lesterville, MO 63654	Rt. 21 at Rt. N
*Cuba	Crawford	7149 Old Route 66, Cuba, MO 65453	Exit 210, I-44 at Rt. UU
Dixon	Pulaski	13560 Hwy D, Dixon, MO 63629	Rt. D at Rt. 28 Junction
*Doniphan	Ripley	Route 3, Box 25, Doniphan, MO 63935	Rt. 21 at Rt. 160 East Junction
Edgar Springs	Phelps	27800 Hwy 63 S, Edgar Springs, MO 65462	Rt. 63 0.3 Mile South of Rt. H
Ellington	Reynolds	Route 4, Box 800, Ellington, MO 63638	Rt. 21 0.2 Mile North of Rt. 106
Ellsinore	Carter	Route 2, Box 2198, Ellsinore, MO 63937	Rt. 60 at Rt. 21 East Junction
Eminence	Shannon	HCR 2, Box 70, Eminence, MO 65466	Rt. 106 1.3 Mile West of Rt. 19
*Houston	Texas	1540 North Hwy. 63, Houston, MO 65793	1 Mile North of Houston on Rt. 63
Licking Bridge Cr.	Texas	11875 Hwy. 137, Licking, MO 65542	Rt. 137 1.5 Mile South of Rt. 32
Moody	Howell	2629 State Route 142, Moody, MO 65777	Rt. 142 0.5 Mile West of Rt. E
Mountain View	Howell	803 East 5 <sup>th</sup> Street, Mt. View, MO 65548	Rt. 60 0.4 Mile East of Rt. 17
*Potosi	Washington	Route 2, Box 2272, Cadet, MO 63630	Rt. E 0.5 Mile West of Rt. E
*Rolla	Phelps	10201 CR 8110, Rolla, MO 65401	Sally Rd. 0.5 Mi. N. of Bus. Lp I-44
*Salem	Dent	Route 1, Box 2785, Salem, MO 65560	Rt. 19 South at Truman Street
St. James	Phelps	7855 Hwy 8 East, St. James, MO 65559	Rt. 63 1.5 Mile South of Rt. DD
*St. Robert	Pulaski	115 Plattner Ave., St. Roberts, MO 65583	Bus. Lp. I-44 0.5 Mi. West of Rt. YY
Steelville	Crawford	69 E. Highway 8, Steelville, MO 65565	Rt. 8 0.5 Mile East of Rt. 19
Success	Texas	11118 Hwy M, Success, MO 65570	Rt. M 0.25 Mile West of Rt. 17
Summersville	Texas	235 S. Hwy 17, Summersville, MO 65571	Rt. 17 0.3 Mile South of Rt. 106
*Thayer	Oregon	Route 1, Box 2319, Thayer, MO 65791	Rt. 00 0.1 Mile East of Rt. 63
*Van Buren	Carter	HCR 1, Box 99, Van Buren, MO 63965	Rt. 60-2 Mi. East of Rt. C
*West Plains	Howell	1287 CR 8690, West Plains, MO 65775	63 Bypass 0.4 Mile South of Rt. ZZ
Willow Springs	Howell	3952 E. Main, Willow Springs, MO 65793	Old Hwy 60-1 Mile E. of Jct. 60/63 S.
WS Striping	Howell	3952 E. Main, Willow Springs, MO 65793	Old Hwy 60-1 Mile E. of Jct. 60/63 S.
WS Bridge Crew	Howell	3952 E. Main, Willow Springs, MO 65793	Old Hwy 60-1 Mile E. of Jct. 60/63 S.
*WS Garage	Howell	3956 E. Main, Willow Springs, MO 65793	Old Hwy 60-1 Mile E. of Jct. 60/63 S.
*Winona	Shannon	P.O. Box 241, Winona, MO 65588	Rt. 60 0.4 Mile West of Rt. 19 West

**\*Service is mandatory at these facilities. Pickup is desired for the remainder of the facilities; please indicate in your bid which facilities you agree to service. Locations may be added and/or deleted as mutually agreed upon between the Commission and Contractor. Locations may be relocated to new geographical areas. The Contractor shall take the aforementioned additions, deletions and relocations into consideration as part of the contract.**

## District 9 MoDOT Facility Contact Information and Estimated Gallons - Used Oil

Facility	Est. Gallons	Contact Person	Phone
*Alton	225	Jesse Williams	417-778-6172
*Bellevue	750	Brian Long	573-697-1113
Bunker	100	Rockey Martin	573-689-2321
*Centerville	200	Patty Pogue	573-637-2668
*Cuba	500	Bob Ringeisen	573-885-3923
Dixon	150	Tyann Alexander	573-759-6791
*Doniphan	600	Keith Elliott	573-996-2150
Edgar Springs	100	Steve Heavin	573-435-6637
Ellington	150	Dale Hampton	573-663-7339
Ellsinore	94	Dewayne Ligons	573-322-5350
*Houston	400	Jesse Earls	417-967-2225
Licking Bridge Cr.	110	Bill Brawley	573-674-2768
Moody	100	Kevin Davidson	417-284-3425
Mountain View	100	James Bradford	417-934-2221
*Potosi	1000	Ben Wharton	573-438-2715
*Rolla	1400	Pat Neuman	573-364-3839
*Salem	300	John Hayes	573-729-4832
St. James	150	Mike Bouse	573-265-8612
*St. Robert	300	Frank Baker	573-336-3631
Steelville	115	Wayne Richter	573-775-2780
Success	150	Lloyd Crewse	417-458-4212
Summersville	110	Steve Mayberry	417-932-4611
*Thayer	1000	Jed Underwood	417-264-7274
*Van Buren	500	Roger Christensen	573-323-4519
*West Plains	1200	Johnny Wheeler	417-256-2825
Willow Springs	300	Rich Elijah	417-469-9005
WS Striping	200	Scott Smith	417-469-9013
WS Bridge Crew	80	Curt Baldrige	417-469-9018
*WS Garage	1000	Jeff Allen	417-469-9052
*Winona	200	Lonnie Chambers	573-325-4622

**NOTE:** Actual gallons may vary.

**\*Service is mandatory at these facilities. Pickup is desired for the remainder of the facilities; please indicate in your bid which facilities you agree to service. Locations may be added and/or deleted as mutually agreed upon between the Commission and Contractor. Locations may be relocated to new geographical areas. The Contractor shall take the aforementioned additions, deletions and relocations into consideration as part of the contract.**

## VENDOR NOTES

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

## 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 Quote MUST be submitted on this form and may be mailed or faxed back to the Buyer listed above at the District mailing address shown.**

## 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 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**

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

- 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.

**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.

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

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

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

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

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

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

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