

Missouri
Department
of Transportation



Roger Schwartz, District Engineer

Central District
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www.modot.org

August 14, 2008

GENERAL SERVICES: BID REQUEST D5-09-009B

The Missouri Department of Transportation (MoDOT) is accepting sealed bids for trash service at our District 5 maintenance facilities.

Sealed bids will be received by the Missouri Department of Transportation, Jefferson City, Missouri, until **1:00 P.M., CDST, August 28, 2008**, and at that time will be publicly opened and read in the MoDOT District 5 office, 1511 Missouri Blvd in Jefferson City, Missouri 65102.

Bids are to be returned in a sealed envelope plainly marked **BID # D5-09-009B Trash Service**.

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of accepting proposals. Any proposal arriving at the designated office after the specified deadline will not be accepted.

The attached form identified as "**PREFERENCE IN PURCHASING PRODUCTS**" must be on file in this office and must be dated in the current calendar year. Bidders must also complete and return with their bid the form identified as "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**."

The right is reserved by the Missouri Highways and Transportation Commission to reject any or all bids and no award is final until formally approved by the Commission.

Please also note these requirement before any contract can be issued with vendor.

The Vendor 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 will be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri. Please submit certificate at the time of bid. Their number is (573) 751-4936.

All Vendors must also be in Compliance with House Bill 600, Section 34.060 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.

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

By _____
Sheldon Muenks, District 5 MoDOT
Senior General Services Technician/Buyer
(573) 751-7708



BID PROPOSAL

The Missouri Department of Transportation desires to establish pricing for trash service at our District 5 maintenance facilities.

Delivery:

Delivery shall be to district-wide locations outlined on attachment "Maintenance Building Address/Location Cross-Reference Listing." The purchase order will indicate the delivery location.

Scope of Bid

The Missouri Department of Transportation desires to establish pricing for trash services at the District 5 maintenance facilities. Delivery shall be as specified on the pricing sheet.

Bid Period and Conditions

Bid prices will be established for three (3) years, with independent pricing for each year.

Specifications and Requirements

- Bidders may be required to sign a Contract Service Agreement.
- Bidders must carry \$1 million in insurance.

Invoicing and Payment Requirements

The contractor shall submit an itemized invoice to the applicable requesting address for the completion of services, as specified herein.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of services specified herein and acceptance by MoDOT. Other than the payment specified above, no additional charges, including fuel surcharges shall be made to the contractor for any reason, unless (see Contract Price Escalation).

Contract Price Escalation

Escalation Clause - MoDOT District 5 recognizes current economic conditions and market fluctuations may have an impact on supplier's ability to hold prices. Therefore, in the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. In the event, a price increase is granted due to an approved escalation, the renewal price shall be based upon the current contract value.
- b. MoDOT reserves the right to re-bid subject location(s).

Cancellation

In the event, a contractor does not adhere to the bid requirements, MoDOT reserves the right to cancel service and award the second low.



Award

An award will be made to the lowest responsive and responsible bidder per the average of three year monthly pricing per location for the service requirement that meets the needs of each location, and meeting all specifications and requirements listed herein. MoDOT reserves the right to choose which service requirements meet the needs of each location.

In the event, that MoDOT chooses to change the service requirements (canister size, number of times picked up per week, etc.), and that change alters the low bid price, MoDOT will keep the existing service provider until the next bidding period.

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

There is no guarantee that service will be awarded for each area.

Contacts

If you have any questions regarding this bid, please call Sheldon Muenks at (573) 751-7708.



ENDORSEMENT PAGE

By signing below, I hereby agree that that the bid prices submitted meet or exceed the listed specifications with all exceptions noted and will deliver the product in the time specified.

Signature/Company _____ Date _____

SEALED BIDS TO BE MAILED TO:

Missouri Department of Transportation
D5 General Services/Procurement
1511 Missouri Blvd.
Jefferson City, MO 65102

Clearly Marked: Bid Request D5-09-009B

Firm: _____

Street: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

Name: _____

Signature: _____

Email: _____



PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

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

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

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

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

BY (signature required): _____

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

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



MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.



Pricing Sheets
Page 1 of 5

Item 1

Monthly Billing	1 cu. Yard Container			1 cu. Yard Container		
	Pick Up 1x/week			Pick Up 2x/week		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Location						
Boonville						
Blackwater						
Jamestown						
Hughesville						
Sedalia						
Warsaw						
Cole Camp						
Lincoln						
Columbia						
Hallsville						
Harrisburg						
Rocheport						
Ashland						
Fulton						
Auxvasse						
Mokane						
New Bloomfield						
Camdenton						
Montreal						
Osage Beach						
Iberia						
Eldon						
California						
Stover						
Versailles						
Tipton						
Jefferson City						
Brazito						
Vienna						
Meta						
Owensville						
Belle						
Linn						
Drake						
Chamois						
Landscaping						
Concrete Crew						
Bridge Crew						
Signal/Striping						
Mechanic Garage						
Camdenton PO						
Jefferson City PO						
District 5 Office						



Pricing Sheets
Page 2 of 5

Item 1, cont.

Monthly Billing	2 cu. Yard Container			2 cu. Yard Container		
	Pick Up 1x/week			Pick Up 2x/week		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Location						
Boonville						
Blackwater						
Jamestown						
Hughesville						
Sedalia						
Warsaw						
Cole Camp						
Lincoln						
Columbia						
Hallsville						
Harrisburg						
Rocheport						
Ashland						
Fulton						
Auxvasse						
Mokane						
New Bloomfield						
Camdenton						
Montreal						
Osage Beach						
Iberia						
Eldon						
California						
Stover						
Versailles						
Tipton						
Jefferson City						
Brazito						
Vienna						
Meta						
Owensville						
Belle						
Linn						
Drake						
Chamois						
Landscaping						
Concrete Crew						
Bridge Crew						
Signal/Striping						
Mechanic Garage						
Camdenton PO						
Jefferson City PO						
District 5 Office						



Pricing Sheets
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Item 1, cont.

Monthly Billing	4 cu. Yard Container			4 cu. Yard Container		
	Pick Up 1x/week			Pick Up 2x/week		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Location						
Boonville						
Blackwater						
Jamestown						
Hughesville						
Sedalia						
Warsaw						
Cole Camp						
Lincoln						
Columbia						
Hallsville						
Harrisburg						
Rocheport						
Ashland						
Fulton						
Auxvasse						
Mokane						
New Bloomfield						
Camdenton						
Montreal						
Osage Beach						
Iberia						
Eldon						
California						
Stover						
Versailles						
Tipton						
Jefferson City						
Brazito						
Vienna						
Meta						
Owensville						
Belle						
Linn						
Drake						
Chamois						
Landscaping						
Concrete Crew						
Bridge Crew						
Signal/Striping						
Mechanic Garage						
Camdenton PO						
Jefferson City PO						
District 5 Office						



Pricing Sheets
Page 4 of 5

Item 1, cont.

Monthly Billing	6 cu. Yard Container			8 cu. Yard Container		
	Pick Up 1x/week			Pick Up 1x/week		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Location						
Boonville						
Blackwater						
Jamestown						
Hughesville						
Sedalia						
Warsaw						
Cole Camp						
Lincoln						
Columbia						
Hallsville						
Harrisburg						
Rocheport						
Ashland						
Fulton						
Auxvasse						
Mokane						
New Bloomfield						
Camdenton						
Montreal						
Osage Beach						
Iberia						
Eldon						
California						
Stover						
Versailles						
Tipton						
Jefferson City						
Brazito						
Vienna						
Meta						
Owensville						
Belle						
Linn						
Drake						
Chamois						
Landscaping						
Concrete Crew						
Bridge Crew						
Signal/Striping						
Mechanic Garage						
Camdenton PO						
Jefferson City PO						
District 5 Office						



Pricing Sheets

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Item 2

On Call Price

1 cu. Yard Container		
Year 1	Year 2	Year 3

2 cu Yard Container		
Year 1	Year 2	Year 3

4 cu. Yard Container		
Year 1	Year 2	Year 3

6 cu. Yard Container		
Year 1	Year 2	Year 3

8 cu. Yard Container		
Year 1	Year 2	Year 3

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000** or more, no bids/proposals by telephone, telegram or telefax will be accepted. 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.

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

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.

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

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 \$1,000,000 for all claims arising out of a single occurrence.

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

- 3) Special Hazard Insurance: As required.
- 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

Award

- a. Award of this bid/quote/proposal will be made on an "Item By Item" 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.

- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

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.

Cancellation of Contract

- a. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT)

District 5

Maintenance Building Address/Location Cross-Reference Listing

Facility	County	Address	Physical Location	Phone #
Boonville	Cooper	HCR 60 Box 3 B 16803 Hwy 5 Boonville MO 65233	Rte. 5, 0.3 Mile South of I-70	(660) 882-2860
Blackwater	Cooper	3695 Hwy M Blackwater MO 65322	I-70 at Route K	(660) 846-4111
Jamestown	Moniteau	Route 1 Box 1355 Jamestown MO 65046	Jct. 87 and Rte. AA	(660) 849-2142
Hughesville	Pettis	Route 1 Box 45 B Hughesville MO 65334	Rte. 65 at Rte. D	(660) 530-5585
Sedalia	Pettis	2200 South Limit Sedalia MO 65301	Rte. 65, 1.0 Mile South of Rte. 50	(660) 530-5580
Warsaw	Benton	Rte. 6 Box 255 Jct. Rte. 7 N & US65 Warsaw MO 65355	Rte. 65, Outer Road & Rte. 7 (N. Jct.)	(660) 438-6222
Cole Camp	Benton	Rte. 1 Box 69-2 Cole Camp MO 65325	Rte. 52, 1.0 Mile West of Rte. U	(660) 668-3114
Lincoln	Benton	PO Box 78 Hwy 65 Lincoln MO 65338	Rte. 65	(660) 547-3433
Columbia	Boone	4201 Paris Road Columbia MO 65201	Paris Road	(573) 442-4718
Hallsville	Boone	4221 Hwy 124 Hallsville MO 65255	Rte. 124, 1.5 Miles West of Rte. U	(573) 696-3361
Harrisburg	Boone	7370 Hwy 124 Harrisburg MO 65256	Junction E and Rte. 124	(573) 875-5609
Rochepoint	Boone	1400 North Rte. J Rochepoint MO 65279	Rte. J at I-70	(573) 445-6647
Ashland	Boone	815 East Broadway Ashland MO 65010	Rte. Y 0.25 Mile East of Rte. 63	(573) 657-2102
Fulton	Callaway	4975 County Rd 304 Fulton MO 65251	Rte. F., 0.2 Mile West of Rte. 54	(573) 592-4150
Auxvasse	Callaway	6510 State Rd E Auxvasse MO 65231	Rte. E, 0.1 Mile West of Rte. 54	(573) 386-2301
Mokane	Callaway	10165 State Rd C Mokane MO 65059	Rte. C, 1.5 Miles North of Rte. 94	(573) 676-5416
New Bloomfield	Callaway	2625 Meadow Lake Dr. New Bloomfield MO 65063	Meadow Lake Dr., 0.1 Mile West of Rte. AE	(573) 896-4214
Camdenton	Camden	PO Box 1377, Lake Rd. 589 Camdenton MO 65020	0.75 Mile East of Rte. 5, 2.0 Miles North of Rte. 54	(573) 346-2512
Montreal	Camden	Rte. 1 Box 20 Montreal MO 65591	Rte. E, 0.75 Mile North of Rte. 7	(573) 346-2029
Osage Beach	Miller	749 Hwy 42 Lake Ozark MO 65049	Rte. 42, 0.5 Mile East of Rte. 54	(573) 348-2653
Iberia	Miller	Rte. 1 Box 668 Iberia MO 65486	Rte. 42, .75 Mile East of Rte. 17	(573) 793-6615
Eldon	Miller	30 Highway Y Eldon MO 65026	Rte. Y, 0.5 Mile West of Rte. 52	(573) 392-5414
California	Moniteau	Box 801 Hwy 50 West California MO 65018	Rte. 50, 0.4 Mile West of Rte. 87	(573) 796-2621
Stover	Morgan	Rte. 3 Box 54-1 Stover MO 65078	Rte. 135, 0.5 Mile South of Rte. 52	(573) 377-4115
Versailles	Morgan	1031 Jefferson Street Versailles MO 65084	Rte. 52, 1.5 Miles West of Rte. E	(573) 378-4859
Tipton	Morgan	Rte. 50 Rte. 2 Box 52 B Tipton MO 65081	Rte. 50, 0.4 Mile East of Rte. 5 (North)	(660) 433-2313
Jeff City	Cole	5607 Red Eagle Drive Jefferson City MO 65109	BR 50, 1.5 Mile East of Rte. 179	(573) 751-3582
Brazito	Cole	9822 Pleasant Hill Rd. Jefferson City MO 65109	Rte. 54 at Junction E	(573) 496-3551
Vienna	Maries	North Hwy 63 HC 71 Box 13 A Vienna MO 65582	Rte. 63, 0.2 Mile North of Rte. 42	(573) 422-3272
Meta	Osage	HCR 65 Box 203 Meta MO 65058	Rte. 133, 0.5 Mile North of Rte. P	(573) 229-4590
Owensville	Gasconade	402 Spring Street Owensville MO 65066	Rte. 19, 0.3 Mile South of Rte. 28	(573) 437-2888
Belle	Maries	HCR 3 Box 9BH Belle MO 65013	Rte. 28, 0.5 Mile North of Rte. 42	(573) 859-3541
Linn	Osage	1201 East Main Linn MO 65051	Rte. 50, 0.3 Mile West of Rte. 89	(573) 897-2275
Drake	Gasconade	Rte. 50, RR 1 Box 63 H Owensville MO 65066	Rte. 50, 0.1 Mile South of Junction 19 North	(573) 437-2029
Chamois	Osage	RR 1 Box 39A Chamois MO 65024	Rte. 100, 0.5 Mile East of Rte. 89	(573) 897-2275
Landscape	Cole	Rte. 50 West, Centertown, MO		(573) 690-4824

Jeff City	Concrete Crew	744 Modot Dr., Jefferson City, MO. 65102	D5 Complex	(573) 751-7776
	Bridge Crew	744 Modot Dr., Jefferson City, MO. 65102	D5 Complex	(573) 751-7734
	Signal/Striping	740 Modot Dr., Jefferson City, MO. 65102	D5 Complex	(573) 526-7776
	Mechanic Garage	830 MoDOT Dr., Jefferson City, MO 65102	D5 Complex	(573) 751-8752
	District Office	1511 Missouri Blvd., Jefferson City, MO 65102		(573) 526-6956

Project Offices	Camdeton	93 Morgan St., Camdeton MO 65020		
	Jefferson City	5617 Red Eagle Dr., Jefferson City MO 65109		
	Sedalia	1501 W 32nd St., Sedalia MO 65301		
	Columbia	4201 Paris Rd., Columbia MO 65201		

Alternate contacts: Corey Duemmel, 526-6956, Coleen Welter, 751-3660 or Sheldon Muenks, 751-7708