

MISSOURI DEPARTMENT OF TRANSPORTATION
DISTRICT FIVE
BID GUIDELINES AND DOCUMENTATION
FOR PURCHASES GREATER THAN \$24,999.99
THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: AUGUST 10, 2007	DUE BY (DATE AND TIME): AUGUST 24, 2007 1:00 PM (CDST)	F.O.B. REQUIREMENTS: DESTINATION TO EACH LISTED LOCATION
TO BE DELIVERED/COMPLETED NO LATER THAN: DELIVERY WILL BE BASED ON AN ON-CALL BASIS.	QUOTATION: D5-08-004B THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: COREY DUEMMEL PHONE NUMBER: 573-526-6956
District Mailing Address: MoDOT District 5 Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102	Delivery Locations: All District 5 Maintenance Shed and Support Crew Locations as listed within bid.	

ALL BIDS MUST BE EXTENDED AND TOTALED

ITEM #	DESCRIPTION (Including size and/or part #'s)
	<p>The Missouri Department of Transportation (MoDOT) District 5 office is requesting 'Sealed Bids' for the supply, distribution and exchange of Oxygen, Acetylene and Argon Cylinder Gas Tanks that will be set up on a Five (5) year 'Lease' agreement.</p> <p><u>Scope of Work and Process</u> Our primary focus will be for the awarded supplier to deliver and exchange tanks at approximately 40 locations in the District Five area on an as need basis. District Five is made up of 13 central counties. (See map). These tanks will be used by MoDOT personnel at the maintenance facilities and by mechanic that will transport and secure on their truck(s).</p> <p><u>Length of Agreement</u> Five (5) year 'Lease'</p> <p><u>Ordering</u> Awarded vendor will provide all locations within MoDOT District 5 with an initial start-up of Argon, Acetylene and Oxygen tanks that will be determined and ordered after the 'award' has been made.</p> <p><u>Re-Ordering</u> It will be the sole responsibility of the MoDOT facility personnel to monitor the usage and supply of tanks on hand and determine what is needed at the time of reordering.</p> <p>Re-ordering will be made by a pre-established day (<i>to be determined</i>) of the week by MoDOT personnel in order to guarantee delivery by a certain day (<i>to be determined</i>).</p>

A contact number will be provided by the vendor that will be distributed to our Maintenance and Support locations.

Usage

Our past two years report usage is listed below as well as a physical count of tanks as of August 1, 2007.

Description	FY06 Units	FY07 Units
Oxygen (Large)	75	73
Oxygen (Small)	16	27
Acetylene (Large)	8	4
Acetylene (Small)	47	41
Argon	28	29

**Numbers provided through Financial Database*

Description	# of Units
Oxygen	117
Acetylene	124
Argon	32

**As noted during a physical count August 1st, 2007*

Size of Tanks required for Bid *(Minimum size required)*

Description	# of Cu. Ft	MoDOT Commodity #
Oxygen (Large)	282	4309255251
Oxygen (Small)	141	4309255130
Acetylene (Large)	260	4309210218
Acetylene (Small)	147	4309210130
Argon	390	4309290100

Pricing

Pricing will be based on a per tank price that will remain in effect for the length of the agreement (5 year lease). Bid price MUST include the price for lease of the tank, the content (gas) of tank to a completely full level, any Hazmat charge, delivery charge and facility fee charge. No additional line item pricing will be accepted or paid.

Invoicing

Invoicing is expected to have each location billed either by separate invoice or by individual line item. This request is needed because each location is set up by its individual budget and will need to be billed accordingly. All details to be worked out with awarded bidder.

Award

Award of the bid will be made to the lowest total bid price which will be determined by the summation for each of the listed tank prices multiplied by the % percent of usage to determine an 'Evaluation Award Price'. The actual listed prices submitted by the vendor will be used for the agreement pricing.

Bid Requirements

- Tanks provided at the time of order must be in working condition meeting industry standards with working valves.
- Tanks will be considered property of the vendor.
- Vendor will be responsible for any upgrade to design change or industry change to the cylinder and/or valve components at no cost to the Missouri Department of Transportation.
- MoDOT will not be responsible for normal wear of cylinder gas tanks. It will be the sole responsibility of the vendor to monitor the condition of tanks. Any excessive abuse or mishandling of cylinder tanks by MoDOT personnel will be the responsibility of MoDOT to pay the 'cost' of the tank only.
- Vendor will be responsible for providing an 'Inventory' count twice a year to ensure accurate inventory of tank records.
- Any change in price during the length of the agreement will null and void the existing bid agreement. MoDOT will then reserve the right to continue with the second low, or choose to re-bid for a new term, in which the original lessor will be restricted from bidding.
- Awarded bidder MUST carry Liability Insurance in the amount equal to or greater than \$2.5 million.
- Bidder may be required to sign a Contract Agreement.

There is no guarantee as to the number of tanks that will be ordered during the length of this agreement.

Additional Notes

Prior to issuance of 'Notice to Proceed,' awarded bidder MUST:

Be in good standing with the Secretary of State's Office to have their bids considered. Also, all Vendors must also be compliant with House Bill 600, Section 34.040.6 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. A letter of "No Taxes Due" with the Department of Revenue is required.

If MoDOT is unable to verify the awarded must call the numbers below and provide the documents to me by the end of the fifth day from issuance of the bid tabulation.

The Secretary of State's phone number is (573) 751-4936; Department of Revenue number is (573) 751-9268.

All bids MUST be mailed back to the mailing address in a **sealed envelope** clearly marked with bid # **D5-08-004B** no later than 1:00 pm CDST, Friday, August 24, 2007.

*****All bidders will be responsible for checking the bidding website for any addendum to this bid.**

BID PRICING PAGE

Item 1

Description	Cu. Feet	Vendor Bid Price Per Tank	Percent Usage	Price Total
Oxygen (Large)	282	\$.40	\$
Oxygen (Small)	141	\$.15	\$
Acetylene (Large)	260	\$.05	\$
Acetylene (Small)	147	\$.25	\$
Argon	390	\$.15	\$

Total Evaluation Price	\$
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Item 2

Bidders offer the following percent off 'List Price' all welding supplies:
(Welding sticks/rods, wire, helmets, clamps, gloves, pliers, tips)

% _____

**Bidder must multiply their 'Bid Price' per tank with the percent listed and write that amount to the right. The sum of all items must be totaled and written in the space provided.*

**Any miscalculation during multiplying or adding will not default a bidder. The net unit price (Vendor Bid Price) will take precedence and verified by recalculation.*

**Award of this bid will not take into account Item 2.*

VENDOR NAME:

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 #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

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.

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.

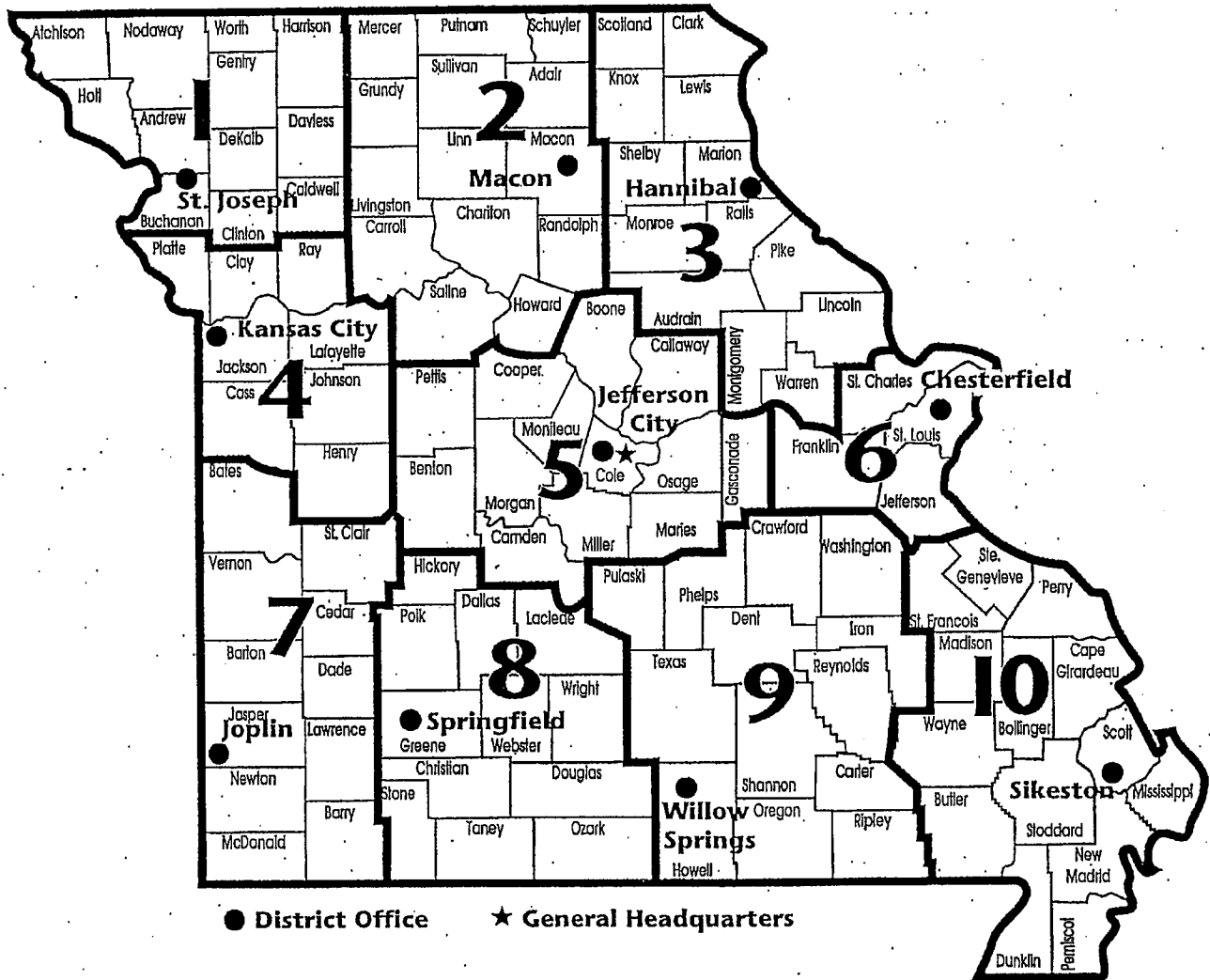
MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT)

District 5

Maintenance Building Address/Location Cross-Reference Listing

Facility	County	Address	Physical Location
Boonville	Cooper	HCR 60 Box 3 B 16803 Hwy 5 Boonville MO 65233	Rte. 5, 0.3 Mile South of I-70
Blackwater	Cooper	3695 Hwy M Blackwater MO 65322	I-70 at Route K
Jamestown	Moniteau	Route 1 Box 1355 Jamestown MO 65046	Jct. 87 and Rte. AA
Hughesville	Pettis	Route 1 Box 45 B Hughesville MO 65334	Rte. 65 at Rte. D
LaMonte	Pettis	503 East Front Street Lamonte MO 65337	Rte. 50, 1.2 Miles East of Rte. 127
Sedalia	Pettis	2200 South Limit Sedalia MO 65301	Rte. 65, 1.0 Mile South of Rte. 50
Warsaw	Benton	Rte. 6 Box 255 Jct. Rte. 7 N & US65 Warsaw MO 65355	Rte. 65, Outer Road & Rte. 7 (N. Jct.)
Cole Camp	Benton	Rte. 1 Box 69-2 Cole Camp MO 65325	Rte. 52, 1.0 Mile West of Rte. U
Columbia	Boone	TBD	
Hallsville	Boone	4221 Hwy 124 Hallsville MO 65255	Rte. 124, 1.5 Miles West of Rte. U
Harrisburg	Boone	7370 Hwy 124 Harrisburg MO 65256	Junction E and Rte. 124
Rocheport	Boone	1400 North Rte. J Rocheport MO 65279	Rte. J at I-70
Ashland	Boone	815 East Broadway Ashland MO 65010	Rte. Y 0.25 Mile East of Rte. 63
Fulton	Callaway	4975 County Rd 304 Fulton MO 65251	Rte. F., 0.2 Mile West of Rte. 54
Auxvasse	Callaway	6510 State Rd E Auxvasse MO 65231	Rte. E, 0.1 Mile West of Rte. 54
Mokane	Callaway	10165 State Rd C Mokane MO 65059	Rte. C, 1.5 Miles North of Rte. 94
New Bloomfield	Callaway	2625 Meadow Lake Dr. New Bloomfield MO 65063	Meadow Lake Dr., 0.1 Mile West of Rte. AE
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
Montreal	Camden	Rte. 1 Box 20 Montreal MO 65591	Rte. E, 0.75 Mile North of Rte. 7
Osage Beach	Miller	749 Hwy 42 Lake Ozark MO 65049	Rte. 42, 0.5 Mile East of Rte. 54
Iberia	Miller	Rte. 1 Box 668 Iberia MO 65486	Rte. 42, .75 Mile East of Rte. 17
Tuscumbia	Miller	HC 74 Box 153 Tuscumbia MO 65084	Rte. 52, 4 Miles West of Rte. 17
Eldon	Miller	30 Highway Y Eldon MO 65026	Rte. Y, 0.5 Mile West of Rte. 52
California	Moniteau	Box 801 Hwy 50 West California MO 65018	Rte. 50, 0.4 Mile West of Rte. 87
Stover	Morgan	Rte. 3 Box 54-1 Stover MO 65078	Rte. 135, 0.5 Mile South of Rte. 52
Versailles	Morgan	1031 Jefferson Street Versailles MO 65084	Rte. 52, 1.5 Miles West of Rte. E
Tipton	Morgan	Rte. 50 Rte. 2 Box 52 B Tipton MO 65081	Rte. 50, 0.4 Mile East of Rte. 5 (North)
Jefferson City	Cole	5607 Red Eagle Drive Jefferson City MO 65109	BR 50, 1.5 Mile East of Rte. 179
		830 MoDOT Drive	Off of Missouri Blvd (Business 50)
Brazito	Cole	9822 Pleasant Hill Rd. Jefferson City MO 65109	Rte. 54 at Junction E
Vienna	Maries	North Hwy 63 HC 71 Box 13 A Vienna MO 65582	Rte. 63, 0.2 Mile North of Rte. 42
Meta	Osage	HCR 65 Box 203 Meta MO 65058	Rte. 133, 0.5 Mile North of Rte. P
Owensville	Gasconade	402 Spring Street Owensville MO 65066	Rte. 19, 0.3 Mile South of Rte. 28
Belle	Maries	HCR 3 Box 9BH Belle MO 65013	Rte. 28, 0.5 Mile North of Rte. 42
Linn	Osage	1201 East Main Linn MO 65051	Rte. 50, 0.3 Mile West of Rte. 89
Drake	Gasconade	Rte. 50, RR 1 Box 63 H Owensville MO 65066	Rte. 50, 0.1 Mile South of Junction 19 North
Chamois	Osage	RR 1 Box 39A Chamois MO 65024	Rte. 100, 0.5 Mile East of Rte. 89

Missouri Department of Transportation District Outline Map



● District Office ★ General Headquarters

COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair	2	Cedar	7	Greene	8	Linn	2	Ozark	8	St. Louis	6
Andrew	1	Chariton	2	Grundy	2	Livingston	2	Pemiscot	10	Saline	2
Atchison	1	Christian	8	Harrison	1	McDonald	7	Perry	10	Schuyler	2
Audrain	3	Clark	3	Henry	4	Macon	2	Pettis	5	Scotland	3
Barry	7	Clay	4	Hickory	8	Madison	10	Phelps	9	Scott	10
Barton	7	Clinton	1	Holt	1	Marion	3	Pike	3	Shannon	9
Bates	7	Cole	5	Howard	2	Maries	2	Platte	4	Shelby	3
Benton	5	Cooper	5	Howell	9	Mercer	2	Polk	8	Stoddard	10
Bollinger	10	Crawford	9	Iron	9	Miller	5	Pulaski	9	Stone	8
Boone	5	Dade	7	Jackson	4	Mississippi	10	Putnam	2	Sullivan	2
Buchanan	1	Dallas	8	Jasper	7	Moniteau	5	Rails	3	Taney	8
Butler	10	Davies	1	Jefferson	6	Montgomery	3	Randolph	2	Texas	9
Caldwell	1	Dekalb	1	Johnson	4	Morgan	5	Ray	4	Vernon	7
Callaway	5	Dent	9	Knox	3	New Madrid	10	Reynolds	9	Warren	3
Camden	5	Douglas	8	Laclede	8	Newton	7	Ripley	9	Washington	9
Cape Girardeau	10	Dunklin	10	Lafayette	4	Nodaway	1	St. Charles	6	Wayne	10
Carroll	2	Franklin	6	Lawrence	7	Oregon	9	St. Clair	7	Webster	8
Carter	9	Gasconade	5	Lewis	3	Ripley	5	St. Francois	10	Worth	1
Cass	4	Gentry	1	Lincoln	3	St. Louis	6	Ste. Genevieve	10	Wright	8

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 \$2,500,000 for all claims arising out of a single occurrence.

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- 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 all provisions outlined in the solicitation documents.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

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 for Item 1.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

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.

Delivery – Additional Requirements

- 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**.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. 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.

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

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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

- a. 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.
- b. 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.
- c. 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.