



MISSOURI DEPARTMENT OF TRANSPORTATION
 3602 NORTH BELT HIGHWAY
 ST. JOSEPH, MISSOURI 64506-1399

BUYER: *Darrel Butcher*

PHONE: 816-387-2469

FAX: 816-387-2368

THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

DATE:	11/09/15	QUOTATION #	NW-16-066	QUOTE DUE BY:	11/18/15 10:00:00 AM
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F.O.B. REQUIREMENTS:	Destination	DELIVERY LOCATION:	4718 S. 169 Hwy. St Joseph, MO 64507
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QUANTITY	U/M	DESCRIPTION	AMOUNT
2	Ea	<p>Modot is requesting water base highway striping paint to be cleaned from the following tanks:</p> <p>10,000 ga. tanks (approximately 12'H x 36' Circumference)</p> <p style="text-align: right;">TOTAL \$</p> <p>The contractor shall furnish MoDOT with a planned schedule at least 24 hrs. before starting any work on this project. It will be necessary for a MoDOT representative to be present at the start of work on this project.</p> <p>The pricing shown above reflects the quoted cost of all labor and materials to have two (2) 10,000 ga. tanks cleaned, according to the specifications, terms and conditions of the referenced RFQ. The tanks must be cleaned thoroughly (liquids pumped out, solids removed, and interior surfaces cleaned – top to bottom) by any means necessary, whether by scraping or power washing of paint buildup on the inside of the tanks and lids. The contractor must collect and dispose of all old paint and/or residue left from performing cleaning services and will be responsible for all costs associated with cleaning and disposal. It is our understanding dried paint residue has a nonhazardous classification. The volume of the amount of waste in the tanks is not known.</p> <p>The contractor must supply their own electricity and air at the work site. Collection and disposal of old paint or residue shall comply with applicable federal or state regulations. No “dirty” non-separated water or residue will be allowed to discharge into the sewer system, into MoDOT waste receptacles, or onto the ground. Old paint and residue must be removed from MoDOT property immediately upon job completion.</p>	\$

MoDOT's ownership and responsibility for all paint and residue will end once the material leaves the MoDOT facility. The vendor shall transport old paint and residue in a manner compliant with all state, federal, and/or local laws. Upon request, the vendor shall notify the MoDOT Northwest district of the landfill or disposal site used. Before the contractor leaves the job site at the completion of the service, an inspection by a MoDOT representative and a contractor's representative will be required to verify the contractor's performance meets the project requirements.

The contractor shall comply with any local laws involving safety in the prosecution of the work, as well as any OSHA requirements, including those regarding confined space entry (if applicable), and shall also comply with any applicable Missouri Department of Natural Resources (DNR) and/or Environmental Protection Agency (EPA) regulations. All employees utilized in the performance of work resulting from this request must adhere to OSHA standards and utilize appropriate head, eye, and foot protection in the performance of work.

The contractor must provide systems to prevent spills from occurring. The contractor will be responsible for cleaning any spills in accordance with state and federal environmental regulations. The contractor must prevent spills from reaching catch basins or other drainage structures and take an active part in the prevention of spills.

SEE ATTACHED FOR TERMS AND CONDITIONS

Telephone No.	_____	Firm Name	_____
Fax No.	_____	Address	_____
Email	_____		_____
Request No.	_____	By (Signature)	_____
		Title	_____
Is your firm MBE certified?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	WBE <input type="checkbox"/> Yes <input type="checkbox"/> No DBE <input type="checkbox"/> Yes <input type="checkbox"/> No

List all agencies your firm is currently certified with:

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

Note to Respondent: A vendor must be in compliance with the established laws to conduct business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name (vendors MUST submit a quote correctly and accurately identifying the company name registered to do business in the State of Missouri). Awarded vendor also be in Good Standing with the Secretary of State's Office. Their phone number is (573) 751-4936.

All vendors must be House Bill 600 compliant 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. Their number is (573) 751-9268.

SuperSedes - 5/17/05

Revised on 01/20/07

MATERIAL SAFETY DATA SHEET FOR COATINGS, RESINS & RELATED MATERIALS

SECTION I

PRODUCT IDENTIFICATION

Manufacturer: Ennis Paint, Inc. Information Ph: 800-331-8118
 P.O. Box 404 Emergency Ph: 800-424-9300
 Ennis, Texas 75120 Revised: 12/20/06
Product Class: High Solids Waterborne
 Lead Free Fast Dry Traffic Paint - **APPLIES TO ALL COLORS**

Trade Name: Ennis Paint
C.A.S. Number: N/A - Mixture
VOC: < 150 G/L
Specific Gravity: 1.6-1.7

HAZARD RATINGS:			
NONE-EXTREME	HTH	1	
0 - 4	FIRE	1	
	REACTIVITY	0	
	PERSONAL PROTECTION	0	

SECTION II

HAZARDOUS INGREDIENTS

INGREDIENTS	CAS #	WEIGHT %	Exposure Limits		VP mm HG
			ACGIH/TLV	OSHA/PEL	
Methanol	67-56-1	2.5 MAX STEL =	200 ppm	200 ppm 250 ppm	97.7 @ 68F

SECTION III

PHYSICAL DATA

BOILING RANGE: 147-477°F **VAPOR DENSITY:** Heavier than Air.
EVAPORATION RATE: 0.45 x n-Butyl Acetate **LIQUID DENSITY:** 1.5-1.7 kg/l @ 20°C
APPEARANCE: Heavy Liquid **V.O.C.:** < 150 g/l / 1.3 lbs/gal
VOLATILES: Vol. % 38-40% **WGT % 20-25%**

SECTION IV

FIRE AND EXPLOSION HAZARD DATA

FLAMMABILITY CLASS: Not Flammable **FLASHPOINT** **TCC LEL:** **UEL:**
 ASTM D 3278: >201°F N/A N/A
 ASTM D 93: >201°F

EXTINGUISHING MEDIA:

- NONE

SPECIAL FIREFIGHTING PROCEDURES:

- NONE

UNUSUAL FIRE & EXPLOSION HAZARDS:

- KEEP CONTAINERS TIGHTLY CLOSED.
- ISOLATE FROM HEAT, SPARKS AND OPEN FLAME.
- CLOSED CONTAINERS MAY EXPLODE WHEN EXPOSED TO EXTREME HEAT.
- THIS MATERIAL WILL NOT BURN UNTIL THE WATER HAS EVAPORATED. DRIED RESIDUE CAN BURN.
- IN A TEST "EVALUATION OF THE FIRE HAZARD OF WATER-BORNE COATINGS" (FACTORY MUTUAL RESEARCH CORPORATION SCIENTIFIC CIRCULAR 804 DECEMBER 1977). FOUR WATER-BORNE COATINGS "PRESENTED NO [FIRE] HAZARD". "IT WAS ALSO CONCLUDED THAT RESULTS OBTAINED FROM LABORATORY [FLASH POINT] TESTS ARE NOT REPRESENTATIVE INDICATION OF THE FIRE HAZARD OF WATER-BORNE COATINGS".

**SECTION V
HEALTH HAZARD DATA**

PERMISSIBLE EXPOSURE LEVEL:

- SEE SECTION II FOR INFORMATION ABOUT INDIVIDUAL INGREDIENTS.

EFFECTS OF OVEREXPOSURE:

- SEVERE EYE IRRITATION.
- HEADACHES, DIZZINESS AND/OR NAUSEA. SKIN CONTACT MAY CAUSE IRRITATION OR RASH.
- SKIN ABSORPTION MAY POTENTIALLY CONTRIBUTE TO THE OVERALL EXPOSURE OF METHANOL. APPROPRIATE MEASURES SHOULD BE TAKEN TO PREVENT ABSORPTION SO THAT THE TLV IS ALWAYS MET.
- NIOSH RECOMMENDS A LIMIT OF 200 ppm, 8-HOUR TWA; 800 ppm 15-MINUTE CEILING FOR METHANOL.
- OVEREXPOSURE TO METHANOL (OR ITS COMPONENTS) HAS BEEN SUGGESTED AS A CAUSE OF EYE DAMAGE IN HUMANS.

FIRST AID:

- *EYES:* FLUSH THOROUGHLY WITH WATER FOR AT LEAST 15 MINUTES. LIFTING UPPER AND LOWER LIDS OCCASIONALLY. GET IMMEDIATE MEDICAL ATTENTION.
- *SKIN:* WASH EXPOSED AREAS WITH SOAP AND WATER. REMOVE CONTAMINATED CLOTHING. IF IRRITATION OCCURS, GET MEDICAL ATTENTION.
- *INHALATION:* MOVE VICTIM AWAY FROM SOURCE OF EXPOSURE AND INTO FRESH AIR. IF SYMPTOMS OF EXPOSURE DEVELOP, GET MEDICAL ATTENTION.

**SECTION VI
REACTIVITY DATA**

STABILITY: UNSTABLE STABLE
HAZARDOUS POLYMERIZATION: MAY OCCUR WILL NOT OCCUR
INCOMPATIBILITY: N/A
CONDITIONS TO AVOID: N/A
HAZARDOUS DECOMPOSITION PRODUCTS: CO, CO₂

**SECTION VII
SPILL OR LEAK PROCEDURES**

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:

- COLLECT IN A RETAINING AREA OR CLOSED CONTAINER IF POSSIBLE. AVOID EXCESS DILUTION WITH WATER.
- MATERIAL MAY BE CONTAINED WITH AN ABSORBENT MATERIAL THEN TRANSFERRED TO AN APPROPRIATE CONTAINER.
- AVOID EXPOSURE TO HEAT, SPARKS, FIRE OR OPEN FLAME.
- AVOID HOT METAL SURFACES.

WASTE DISPOSAL METHOD:

- DISPOSE OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
- AVOID DISCHARGE INTO NATURAL WATERS.

**SECTION VIII
SPECIAL PROTECTION INFORMATION**

RESPIRATORY PROTECTION:

- WEAR APPROPRIATE, PROPERLY FITTED RESPIRATOR (NIOSH/MSHA APPROVED) DURING SPRAYING APPLICATION TO PROTECT AGAINST OVERSPRAY.

VENTILATION:

- ADEQUATE VENTILATION IS NECESSARY WHEN SPRAYING OR MIXING AND EXHAUST WITH PROPER AIRFLOW IS ALWAYS RECOMMENDED.
- AVOID ANY DIRECT INHALATION OF SPRAY MIST IF THIS PRODUCT IS SPRAYED.

PROTECTION GLOVES:

- RECOMMENDED

EYE PROTECTION:

- CLOSE FITTING SAFETY GOGGLES.

OTHER PROTECTIVE EQUIPMENT:

- MAY ADHERE TO SKIN - GLOVES, LONG SLEEVES, HATS AND FACE SHIELDS ARE RECOMMENDED.
- PROTECTIVE CREAMS MAY HELP, BUT ARE NOT AS PROTECTIVE AS GLOVES, ETC.
- TRAIN AND EDUCATE EMPLOYEES IN THE SAFE USE OF THE PRODUCT.

**SECTION IX
SPECIAL PRECAUTIONS**

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING:

- PROTECT FROM FREEZING

**SECTION X
ECOLOGICAL INFORMATION**

ECOTOXICITY: FISH: FATHEAD MINNOW: 96 HR; LC50 = >750 mg/L
OTHER: NO OTHER INFORMATION IS AVAILABLE

**SECTION XI
ADDITIONAL REGULATORY INFORMATION**

THIS PRODUCT IS NOT REGULATED BY D.O.T. WHEN SHIPPED DOMESTICALLY BY LAND.

SARA TITLE III SECTION 313:

THIS PRODUCT CONTAINS THE FOLLOWING TOXIC CHEMICALS SUBJECT TO THE REPORTING REQUIREMENTS OF SECTION 313 OF THE EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW ACT OF 1986 AND OF 40 CFR 372:

CAS#	CHEMICAL NAME	PERCENT BY WEIGHT
67-56-1	METHANOL	2.5 MAX

PROP 65 (CARCINOGEN):

WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER.

CAS#	CHEMICAL NAME	PERCENT BY WEIGHT
	NONE	

PROP 65 (TERATOGEN):

WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

CAS#	CHEMICAL NAME	PERCENT BY WEIGHT
	NONE	

PROP 65 (BOTH CARCINOGEN AND TERATOGEN):

WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER OR BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

CAS#	CHEMICAL NAME	PERCENT BY WEIGHT
	NONE	

TSCA-U.S. TOXIC SUBSTANCES CONTROL ACT:

ALL COMPONENTS OF THIS MIXTURE ARE IN COMPLIANCE WITH THE INVENTORY LISTING REQUIREMENTS OF THE U.S. TOXIC SUBSTANCES CONTROL ACT (TSCA) CHEMICAL SUBSTANCES INVENTORY.

SECTION XII MISCELLANEOUS INFORMATION

THE INFORMATION OFFERED HEREIN IS, TO THE BEST OF OUR KNOWLEDGE, TRUE AND ACCURATE, BUT ALL RECOMMENDATIONS ARE MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, SINCE THE CONDITIONS OF USE ARE BEYOND OUR CONTROL, NEITHER ENNIS PAINT, INC., NOR ITS AGENTS SHALL BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE, DIRECT OR CONSEQUENTIAL, ARISING FROM THE USE OR THE INABILITY TO USE THE PRODUCT DESCRIBED HEREIN. NO PERSON IS AUTHORIZED TO MAKE ANY STATEMENT OR RECOMMENDATION NOT CONTAINED IN THE MATERIAL DATA SHEET, AND ANY SUCH STATEMENT OR RECOMMENDATION, IF MADE SHALL NOT BIND THE CORPORATION.



DANGER

CONFINED SPACE
ENTER BY
PERMIT ONLY

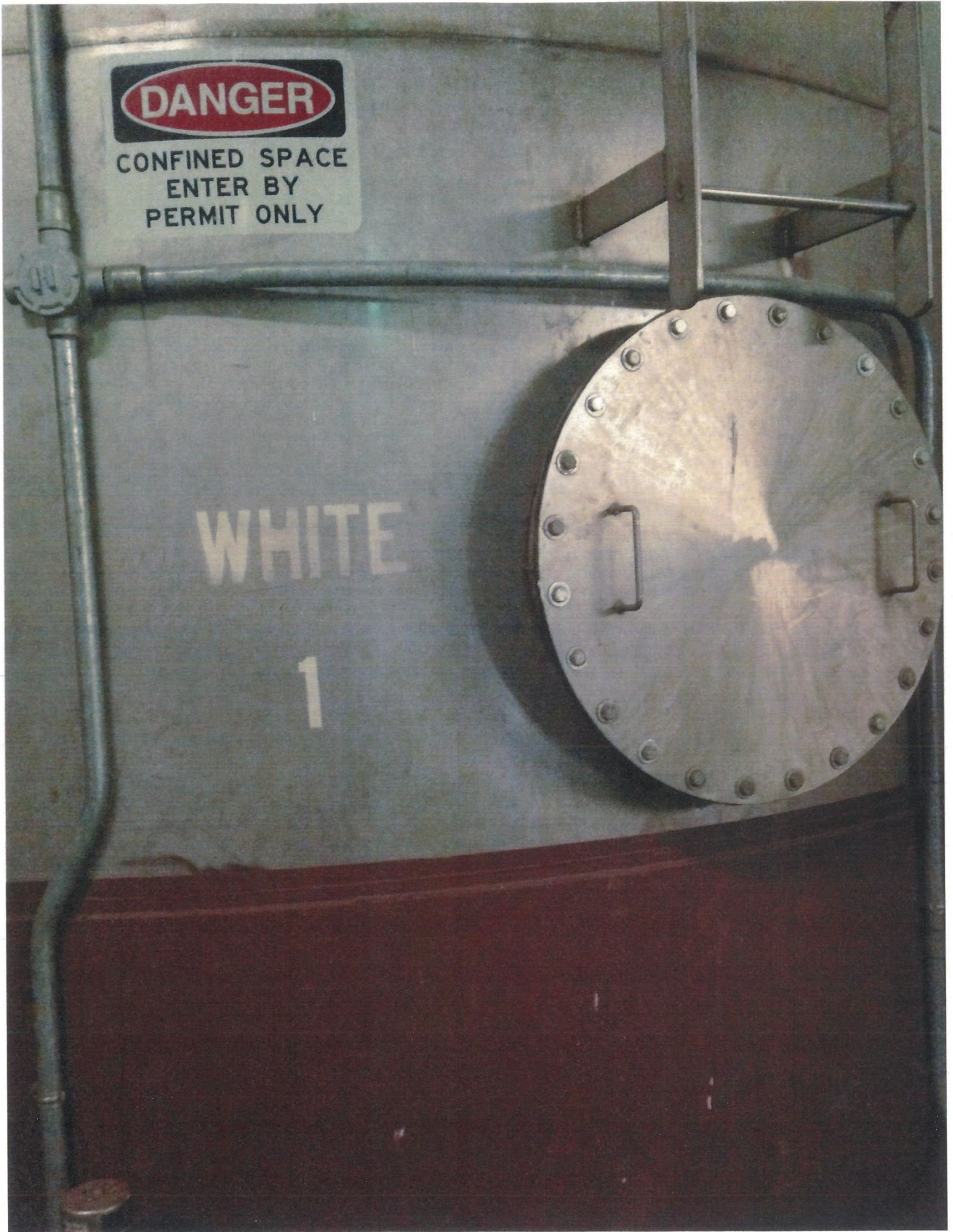
YELLOW

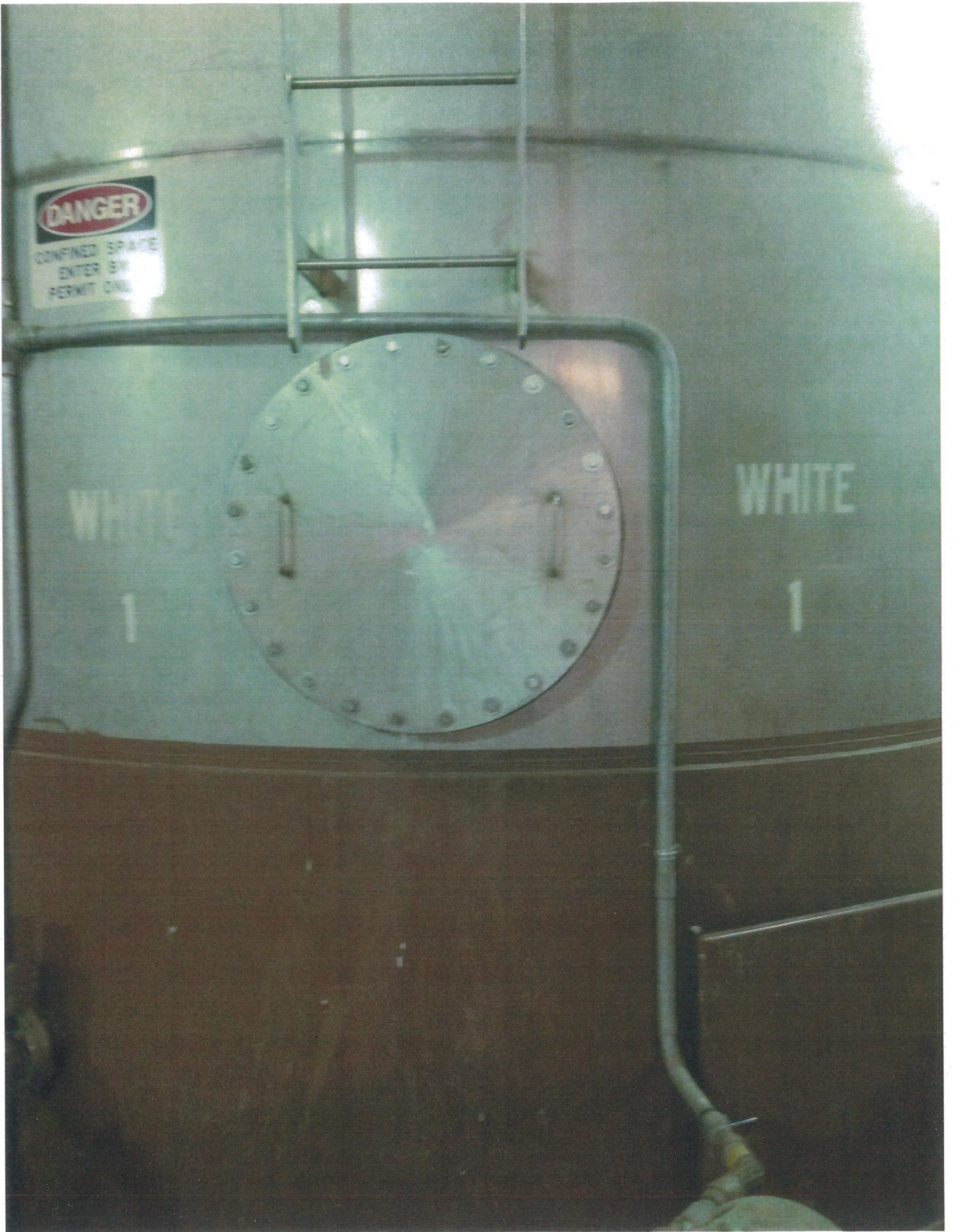
2

DATE SUBJECT 26 11/2019









PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 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): _____

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 year.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS SOLICITATION.

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- b. 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.
- c. 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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- d. 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.
- e. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
- 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- f. 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

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 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.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Permits, Licenses, Safety Issues, and Lien Waivers

- 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, as well as any applicable OSHA requirements, including those regarding confined space entry (if applicable), and shall also comply with any applicable Missouri Department of Natural Resources (DNR) and/or Environmental Protection Agency (EPA) regulations. The contractor shall provide lien waivers from all material suppliers, when applicable.

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.
- 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**.

- a. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

Prohibition Of Employment Of Unauthorized Aliens:

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **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/xprevprot/programs/gc_1185221678150.shtm.