

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES- PROCUREMENT  
DISTRICT 6, 2309 BARRETT STATION RD,  
BALLWIN, MO 63021**

REQUEST NO.	SL16-045-RW
DATE	November 16, 2015
PAGE NO.	1
NO. OF PAGES	19

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**10:00 a.m., Local Time, November 23, 2015**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** \_Teresa(Terri) Mount  
**BUYER EMAIL:**  
Teresa.Mount@modot.mo.gov

**BUYER TELEPHONE:** 314-301-1431  
**BUYER FAX:**  
**573-526-0016**

**SUPPLIES OR SERVICES**

Used Oil Pick –Up and Buy MoDOT maintenance locations in St. Louis City, St. Louis County,  
St. Charles County, Franklin, and Jefferson Counties.

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE  
certified?** ☐ Yes ☐ No  
Form E-103 (Rev. 11-04)

**Title:** \_\_\_\_\_  
**Is your firm WBE  
certified?** ☐ Yes ☐ No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to pick up and purchase used oil and used oil filters from St. Louis MoDOT maintenance locations. Exhibit F.

Each bid must be mailed or hand delivered in a sealed envelope to Ms Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms.Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 10:00 a.m., Local Time, November 23, 2015.**

#### **RFB Coordinator:**

**MsTeresa (Terri) Mount (Title) Sr. Procurement Agent**  
**Missouri Department of Transportation**  
**2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431**  
**FAX: 573-522-0016**  
**EMAIL: Teresa.Mount@modot.mo.gov**

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

**1.2 General Information:**

This document constitutes an invitation for competitive, sealed bids for the purchase and pick-up of St. Louis District Used Oil Products ( including used oil filters) from maintenance sheds and garages in the St. Louis Metro Area.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit(s)
- (6) Terms and Conditions

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and 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. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. 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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

1.2.3 It is the bidders responsibility to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of the RFB process.

## 2. 0 Scope of Work- SL16-045-RW- Used Oil Purchase/Pick Up

### **2.1 General Requirements:**

- 2.1.1 MoDOT wishes to obtain services to perform used oil pick up as required at various MoDOT facilities per the requirements of this RFB. Further, the awarded vendor will, upon pick up of used oil and used oil filters pay MoDOT for used oil.
- 2.1.2 The vendor's response to this Request For Bid shall include the following:

### **2.2 Additional Considerations:**

- 2.2.1 The successful vendor shall give at least 24 hours advance notice to the facility supervisor prior to each pickup. Pickups will only be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, unless other arrangements are made with and are acceptable to the supervisors of the individual facilities. No pickups will be made on Saturdays, Sundays or observed state holidays. NOTE: Some facilities work four 10-hr shifts and are closed on Fridays. In these instances, no pickups will be made on Fridays.
- 2.2.2 Under any bids submitted, the vendor shall recycle and /or dispose of used oil removed from any MoDOT St. Louis District facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used oil picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall pump used oil out of MoDOT's barrels and bulk storage tanks. The vendor shall transport used oil removed from any MoDOT facility in a manner compliant with all applicable state, federal, or local laws. The vendor will be responsible for the complete cleanup of any spills occurring and costs incurred during pickup, transfer, or transport operations. The vendor shall notify MoDOT St. Louis District of the recycling center and/or disposal center, if any, which shall be used. Contractor will provide containers for the accumulation of used oil filters, note fee if any on pricing page.
- 2.2.3 A pump ticket verifying the gallons picked up shall be provided and signed by the vendor's representative and a MoDOT representative from the originating facility. The gallons listed on the pump ticket must be verified by a definable method of measurement ( no estimating), either by the use of a certified pump meter or by the use of a measuring stick ("sticking" the tank before and after pumping operations to determine the gallons picked up). One copy of the pump ticket shall be left with the MoDOT representative at the facility and a second copy should be included with the payment for the used oil. Checks should be made payable to the **"Director of Revenue-Credit Road Fund"** and submitted to the St. Louis District Business and Benefits office at the district mailing address shown.
- 2.2.4 Period of agreement will be from Date of Award to December 31, 2016 with the option for two (2) one (1) year extensions at the original terms and conditions providing all parties are in agreement.

### **2.3 Other Contractual Requirements:**

- 2.3.1 **RSMo 285.530** - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:

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- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

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**3. BID SUBMISSION**

**3.1 Bid Submission Information:**

3.1.1 All bids must be received in a sealed envelope clearly marked **“SL16-045-RW “Used Oil”**.

3.1.2 All bids must be received at the following address no later than **November 23, 2015 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation  
Procurement Division  
Attn: Teresa (Terri Mount)  
2309 Barrett Station Rd.  
Ballwin, MO. 63021

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

**3.1.4 Open Competition / Request For Bid Document:**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

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

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
- b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT or APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

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- 3.1.7 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the highest and best bid.
- 3.1.8 Contract Award – The contract will be awarded to the highest responsive bidder determined as specified above.
  - a. Award of this bid will be made on an “All Or Nothing” basis using the “highest and best” principle of award.

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**4. PRICING PAGE SL16-045-RW**

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period and a maximum price for each potential renewal period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Item #	Description	U/M	Unit Price
001	Used Oil	Gallon	
002	Used Oil Filters Container Chg		

- Oil filters are accumulated in contractor furnished container , indicate if a container fee is charged per location, and if it is a one-time fee, monthly, or per pick up. MoDOT will determine if the fee is reasonable and may elect not to include this service at some locations.

**Company:**\_\_\_\_\_

***Date:***\_\_\_\_\_

\_\_\_\_\_  
***Signature***



## SIGNATURE AND IDENTITY OF BIDDER

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Accepted: 05/16/11  
Updated: 08/06/14

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shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6

**Exhibit D**  
**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)

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**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

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 the person whose name is subscribed to the within  
instruments, 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 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the  
United States of America:*

☐ I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public  
owner or partner benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation  
Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am  
classified by the United States of America as: (check the applicable box) a United States citizen. an alien  
lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or  
representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be  
guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500  
and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and  
560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less  
than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time  
as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove  
citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

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

\_\_\_\_\_  
Notary Public

My commission expires:

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**MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) St. Louis District**

Facility Address / Physical Location Cross-Reference Listing

<b>Facility</b>	<b>County</b>	<b>Address</b>	<b>Location</b>
Maintenance	St. Charles	2360 Old Hwy. 94 South, 63303	St. Charles
		1211 Granville Dr. 63385	Wentzville
Maintenance	St. Louis	10601 Lewis & Clark, 63136	Bellefontaine
		1005 Bermuda, 63121	Normandy
		12001 North Forty Drive, 63141	St. Louis
		615 Viola Lane, 63025	Eureka
		4185 Hoffmeister, 63125	St. Louis
		10220 Rahning Rd, 63146	St. Louis
Maintenance	St. Louis	1200 S. Broadway, 63104	St. Louis City
		6138 Wilson, 63139	St. Louis City
Motorist Assist Lot		669 Salt Mill Road	Chesterfield
Maintenance	Franklin	Route 185, 63013	Beaufort
		3463 W. Osage, 63039	Pacific
		2273 N. Service Rd East, 63077	St. Clair
		Route 110 East of Route 21, 63020	Desoto
		1000 Airport Rd, 63028	Festus
		Hillsboro Rd South Route 30	Cedar Hill
GS Garage	St. Louis	2309 Barrett Station Road	Ballwin

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<b>Building</b>	<b>Tank Storage per Gallon</b>	<b>Times Emptied per Year</b>
GS Garage	360	6x
Bellefontaine	200	3x
Normandy	200	3x
Lemay	350	1x
Sunset Hills	280	3x
DeSoto	500	1x
Festus	500	1x
Cedar Hill	500	1x
Motorist Assist LOT	360	2X
Hampton	300	2x
Ballas	300	3x
Eureka	500	2x
Broadway	500	6x
Beaufort	260	2x
Gray Summit	260	2x
St. Clair	260	2x
St. Charles	300	2x
Wentzville	300	2x

**NOTE:** If the estimated gallons column is blank, there may be used oil at these facilities, however, no data for that facility was submitted in time to be included in this RFB packet. The gallons listed are estimates and are not guaranteed. Actual gallons may vary.

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**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

**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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

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 (6<sup>th</sup>) 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.

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

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**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

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 the MHTC, (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.

**Status of Independent Contractor**

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.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**SPECIAL TERMS AND CONDITIONS**

thus:

MHTC 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 upon request if applicable.

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:

- 1) 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;
- 2) 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;
- 3) 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.

**Prohibition of Employment Of Unauthorized Aliens:**

**Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., 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:

- 1) 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. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached.

- a. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole



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proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached..

**Permits, Licenses and Safety Issues**

*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.*

**Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
  - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- a. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- 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**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

**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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT 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. MoDOT 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.