



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

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED 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: DECEMBER 18, 2014	BID DUE BY (DATE AND TIME): JANUARY 13, 2015 BY 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
INITIAL CONTRACT PERIOD: NOTICE TO PROCEED THROUGH DECEMBER 31, 2015	BID #: KC-B15-015 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. ***SEALED BID***	BUYER NAME: TONI TERRY SR. GENERAL SERVICES TECHNICIAN 816-347-4112 TONI.TERRY@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation Procurement Division 600 NE Colbern Road Lee's Summit, MO 64086		Delivery Locations: Various Locations in the Kansas City Area See List of Shipping Addresses

CONTRACT REQUIREMENTS

1.0 GENERAL SCOPE

1.1 The intent of this bid is to establish a ready source for the supply of vehicle and equipment filters at a firm price for the period of time as indicated on an "as needed, if needed basis", and to be delivered to the various locations throughout the Kansas City Area on a **weekly** basis, per orders placed (see list of locations).

1.2 Prices must be submitted on the attached **Filter Bid Pricing Sheet**.

2.0 CONTRACT AND RENEWAL PERIODS

2.1 **CONTRACT PERIOD:** The original contract period shall be for twelve (12) months. The contract shall commence with Notice To Proceed, when awarded by the Missouri Department of Transportation. The contract shall not bind, nor purport to bind, MoDOT for any contractual commitment in excess of the original contract period (Notice To Proceed through December 31, 2015).

2.2 MoDOT shall have the right, at its sole option, to renew the contract for **three additional one-year periods**, or any portion thereof. Renewal periods will consist of annual cycles; January 1 through December 31. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s), pursuant to applicable option clauses of this document. There will be an allowance for the standard "MRP" price to increase, which commonly occurs in January. The price increase will not go into effect until after the two parties sign the annual agreement, locking in the contract and prices for another year.

3.0 ORDER AND DELIVERY

3.1 Orders for filters may be placed by phone, fax or e-mail. The timely receipt of MoDOT's requirements is essential. Filters shall be delivered within 7 calendar days from the date of the order placement. Upon receipt of the order, the vendor shall notify within 2 workdays the General Services designated representative if the order cannot be filled completely within the 7 calendar days. It shall be at the discretion of the General Services designated representative to cancel the order for the quantities not deliverable within 7 calendar days, or to request a backorder to be filled within 14 calendar days from the date of the order placement. No quantities for filters shall remain on a backorder status longer than 14 calendar days from the original date of the order placement, unless the vendor is specifically requested to do so by the General Services designated representative.

Company Name:	
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3.2 Delivery of filters must be accomplished during the work hours of 8:00 am to 3:00 pm, Monday through Thursday excluding holidays (see listing of official holidays). During the summer months (April through October), MoDOT field staff commonly works 4-10 hour days, and WILL NOT take deliveries on Fridays, unless a General Services designated representative works out a suitable delivery schedule agreeable to both parties.

3.3 Filter deliveries may be reviewed every three (3) months from date of award, and should the quantity of filters not deliverable within 7 calendar days from date of the order placement exceed 30 percent of total number of filters ordered during that period, the contract may be canceled by MoDOT upon a ten (10) day written notice being sent to the vendor.

4.0 METHOD OF AWARD

4.1 Award will be made to the lowest and best total price listed on the "Filter Bid Pricing Sheet". For a bid to be considered, a price **MUST BE** included for each filter listed. If you are unable to list a price for any one line item, for any reason, please notify the buyer Toni Terry at 816-347-4112 prior to the bid opening date and time (January 13, 2015 @1:00 PM).

4.2 A Notice to Proceed letter will be issued to the successful bidder as soon as possible, but no later than 10 days after the bid opening date and time.

5.0 EXCEPTION TO CONTRACT PURCHASES

5.1 As equipment changes through the period of this agreement (old equipment replaced and new equipment received), filters, which are no longer required, may be removed from the price list and/or new types of filters may be added to the price list.

5.2 MoDOT reserves the right to purchase filters from other sources if a filter is unobtainable and will cause an economical hardship for MoDOT.

5.3 MoDOT reserves the right to purchase filters from other sources for the express purpose of testing to accumulate data for use in promulgating new specifications for future use. This bid is for the Kansas City Area geographic and shall not be considered to replace any other existing or forthcoming bids.

5.4 MoDOT may terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of contractor's obligations or requirements, upon a ten (10) day written notice being sent to the vendor.

6.0 CROSS REFERENCING

6.1 Upon request, the successful bidder shall provide within fifteen (15) days from the date of request a method for cross-referencing the filters provided by the bidder. The method may consist of CD or book, but the preferred method, if available is online. If method is to be by CD or book, copies shall be provided as a condition of this bid at no additional expense to MoDOT.

7.0 INVOICING

7.1 Invoices for filters should be mailed to:

Missouri Department of Transportation
Accounts Payable
600 NE Colbern Road
Lee's Summit, MO 64086

Shipping Addresses
(Freight must be included in the bid price)

Note: Invoices should be mailed to 600 NE Colbern Road, Lee's Summit, MO 64086.
 Include the facility name that placed the order on the invoice.

County	Facility	Address	Location
Cass	Belton	17321 S Peculiar Drive Belton, MO 64012	Rt. 71 – west outer road
	Harrisonville	27821 S State Route 7 Harrisonville, MO 64701	Rt. 7 – 2 miles south of Rt. 71
Clay	Kearney	301 W 92 Hwy Kearney, MO 64060	0.2 miles east of I-35 on Rt. 92
	Skiles	3800 N. E. Skiles Ave. Kansas City, MO 64161	Parvin Road Exit off of I-435 N/S east to Skiles, south on Skiles, west side of the road.
Jackson	Mulberry	650 Mulberry Street Kansas City, MO 64101	From north side of I-70 and Broadway west to Woodsweather, left to Mulberry, left one block on the right.
	District Garage	2050 NE Independence Avenue Lee's Summit, MO 64064	West outer road of 470 between Woods Chapel and Colbern Road
	Independence	910 N 291 Hwy Independence, MO 64051	0.5 miles north of 24 Hwy
	Lee's Summit	3050 NE Independence Avenue Lee's Summit, MO 64064	West outer road of 470 between Woods Chapel and Colbern Road
	Stadium	9101 E 40 th Terrace Kansas City, MO 64133	Southeast outer road at I-70 & Blue Ridge Cutoff
Johnson	Knob Noster	143 NE 23 Hwy Knob Noster, MO 65336	0.5 miles north of 50 Hwy on Rt. 23
	Warrensburg	8 NE 375 Warrensburg, MO 64093	Rt. 13, 2.8 miles north of Jct. Rts. 13 & 50
Lafayette	Concordia	601 N Main Concordia, MO 64020	Rt. 23, 0.1 miles north of Jct. I-70 & Rt. 23
	Odessa	7353 Outer Road Odessa, MO 64076	Northwest outer road, 0.4 miles east of Jct. I-70 & 131
Pettis	Sedalia	2200 South Limit Sedalia, MO 65301	Rt. 65, 1.0 mile south of Rt. 50
Platte	Nashua	1910 NW Cookingham Drive Kansas City, MO 64155	I-435 & Cookingham Drive
	Northmoor	5248 Waukomis Dr. Kansas City, MO 64151	Rt. AA, 0.5 miles north of Jct. 69 & AA
	Platte City	16105 Elm Grove Road Platte City, MO 64079	0.2 miles east of I-29 & 371
Ray	Richmond	42986 Old Hwy 10 Richmond, MO 64085	Rt. 10, 2.0 miles east of city limits
Saline	Marshall	1595 W Arrow Marshall, MO 65340	Rt. 20, 0.1 mile west of Rt. 65

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

FILTER BID PRICING SHEET

Prices indicated below **must** include all costs and delivery to each MoDOT Facility listed on Page 3 of the RFB bid document.

Line Item	Filter Number	Brand Name	Unit Price
1	BF9892		\$
2	AT335977		
3	BT8904-MPG		
4	BF7950-D		
5	BF7949-D		
6	RS4992		
7	RS5329		
8	PA5314		
9	PA5669		
10	BT9422		
11	RE546336		
12	L155288		
13	AL207628		
14	AL203003		
15	B7165		
16	PA3928		
17	BF7693		
18	BF9891-D		
19	BF9892-D		
20	BC7485		
21	1884508C2		
22	B7322		
23	B33		
24	LFP4836		
25	LFP2222		
26	PH2816		
27	B7443		
28	B7685		
29	B7225		
30	RS4634		
31	LAF9545		
32	LAF7640		
33	L8872F		
34	L7693F		
35	FS19753		
36	FF645		
37	LFF8060		
38	L3578FN		
39	LFF8059		
40	L9684F		
41	LFF3349		
42	CAF24005		
43	PH710		
44	HF29034		
45	LFH4959		
46	LFH4204		
47	HF28943		
48	BT292		
49	B1405		
50	BT8840 MPG		
51	RS3704		
52	RS3705		
53	BF7673-D		

FILTER BID PRICING SHEET

Prices indicated below **must** include all costs and delivery to each MoDOT Facility listed on Page 3 of the RFB bid document.

Line Item	Filter Number	Brand Name	Unit Price
54	PT8363		\$
55	PF7779		
56	PF7978		
57	BF7629		
58	PA4704		
59	RE539279		
60	AT367635		
61	AT335977		
62	BF9891-D		
63	BF7693		
64	RS3517		
65	RS3717		
66	BT9422		
67	PA5314		
68	PA5669		
69	BT8301		
70	BT8904-MPG		
71	B7322		
72	BF9892-D		
73	BT9367-MPG		
74	BF836		
75	PA5501		
76	PA5502		
77	BT8415		
78	PA5314		
79	PA5652		
80	CA4702		
81	B7322		
82	BF9808-D		
83	BF7954-D		
84	AL158956		
85	AL169573		
86	BT8904-MPG		
87	PA3928		
88	B7322		
89	BF9892-D		
90	AL215054		
91	AL215055		
92	RE540710		
93	L155288		
94	RE546336		
95	DE30500		
96	BT9363-MPG		
97	B7327		
98	BF7922		
99	RS3885		
100	RS3884		
101	PA5399		
102	84278936		
103	84169702		
104	87708150		
105	CV50603		
106	PT707-HD10		

FILTER BID PRICING SHEET

Prices indicated below **must** include all costs and delivery to each MoDOT Facility listed on Page 3 of the RFB bid document.

Line Item	Filter Number	Brand Name	Unit Price
107	PE5272		\$
108	P528		
109	PT9415-MPGKIT		
110	BA5592		
111	PF7895		
112	BF9871-0		
113	BD7309		
114	PE5272		
115	B76		
116	B7409		
117	BF7943		
118	PF7930		
119	RS4634		
120	PT9415-MPGKIT		
121	PT9394-MPG		
122	BW5183		
123	AF1606KM		
124	AF1616		
125	AF1636		
126	AF1637		
127	AF1640		
128	AF1641		
129	AF1650		
130	AF1663		
131	AF1733K		
132	AF1823K		
133	AF1824		
134	AF1835		
135	AF1855		
136	AF1862M		
137	AF1896M		
138	AF1917M		
139	AF1934M		
140	AF1935M		
141	AF1943M		
142	AF1980		
143	AF25255		
144	AF25256		
145	AF25258		
146	AF25259		
147	AF25292		
148	AF25437		
149	AF25485		
150	AF25491		
151	AF25492		
152	AF25523		
153	AF25541		
154	AF25551		
155	AF25590		
156	AF25629		
157	AF25707		
158	AF25732		
159	AF25742		

FILTER BID PRICING SHEET

Prices indicated below **must** include all costs and delivery to each MoDOT Facility listed on Page 3 of the RFB bid document.

Line Item	Filter Number	Brand Name	Unit Price
160	AF25756		\$
161	AF25757		
162	AF25848		
163	AF25962		
164	AF311		
165	AF346K		
166	AF353K		
167	AF380		
168	AF409KM		
169	AF4103		
170	AF418		
171	AF424		
172	AF427M		
173	AF434KM		
174	AF435KM		
175	AF437K		
176	AF4563M		
177	AF4564KM		
178	AF4624		
179	AF4626		
180	AF4633		
181	AF4654		
182	AF4668		
183	AF4817		
184	AF4826K		
185	AF4827		
186	AF4833		
187	AF487		
188	AF4878		
189	AF490M		
190	AF4924		
191	AF4949		
192	AF4965		
193	AF804M		
194	AF820M		
195	AF822M		
196	AF886		
197	AF897		
198	AF915		
199	AF916		
200	AF933		
201	AF947		
202	AF963		
203	AF975M		
204	AF976		
205	AF979		
206	AF982		
207	AF986		
208	AF987		
209	AF988		
210	FF105C		
211	FF149		
212	FF167		

FILTER BID PRICING SHEET

Prices indicated below **must** include all costs and delivery to each MoDOT Facility listed on Page 3 of the RFB bid document.

Line Item	Filter Number	Brand Name	Unit Price
213	FF182		\$
214	FF185		
215	FF200		
216	FF203		
217	FF204		
218	FF214		
219	FF215		
220	FF4052A		
221	FF5006		
222	FF5011		
223	FF5018		
224	FF5019		
225	FF5020		
226	FF5021		
227	FF5026		
228	FF5033		
229	FF5039		
230	FF5045		
231	FF5051		
232	FF5064		
233	FF5095		
234	FF5097		
235	FF5108		
236	FF5207		
237	FF5226		
238	FF5244		
239	FF5253		
240	FF5269		
241	FF5319		
242	FF5324		
243	FF5418		
244	FF5455		
245	FF5501		
246	FF5503		
247	FS1205		
248	FS1209		
249	FS1212		
250	FS1221		
251	FS1247		
252	FS1251		
253	FS1254		
254	FS1258		
255	FS1280		
256	FS1287		
257	FS1295		
258	FS1298		
259	FS19517		
260	FS19546		
261	FS19547		
262	FS19573		
263	FS19577		
264	FS19855		
265	FS19684		

FILTER BID PRICING SHEET

Prices indicated below **must** include all costs and delivery to each MoDOT Facility listed on Page 3 of the RFB bid document.

Line Item	Filter Number	Brand Name	Unit Price
266	HF28943		\$
267	HF28949		
268	HF30084		
269	HF6056		
270	HF6057		
271	HF6059		
272	HF6079		
273	HF6110		
274	HF6123		
275	HF6162		
276	HF6163		
277	HF6204		
278	HF6269		
279	HF6317		
280	HF6343		
281	HF6420		
282	HF6552		
283	HF6553		
284	HF6554		
285	HF6555		
286	HF6565		
287	HF6586		
288	HF6587		
289	HF6710		
290	HF6726		
291	HF6802		
292	HF6808		
293	HF6809		
294	HF6813		
295	HF6828		
296	HF7071		
297	HF7608		
298	HF7987		
299	LF16102		
300	LF3000		
301	LF3313		
302	LF3314		
303	LF3316		
304	LF3328		
305	LF3333		
306	LF3335		
307	LF3338		
308	LF3339		
309	LF3342		
310	LF3343		
311	LF3344		
312	LF3345		
313	LF3346		
314	LF3349		
315	LF3443		
316	LF3462		
317	LF3521		
318	LF3528		

FILTER BID PRICING SHEET

Prices indicated below **must** include all costs and delivery to each MoDOT Facility listed on Page 3 of the RFB bid document.

Line Item	Filter Number	Brand Name	Unit Price
319	LF3536		\$
320	LF3552		
321	LF3554		
322	LF3560		
323	LF3567		
324	LF3604		
325	LF3630		
326	LF3638		
327	LF3654		
328	LF3679		
329	LF3681		
330	LF3687		
331	LF3703		
332	LF3749		
333	LF3883		
334	LF3884		
335	LF3894		
336	LF3945		
337	LF3959		
338	LF3970		
339	LF4056		
340	LF509N		
341	LF551A		
342	LF624		
343	LF629		
344	LF634		
345	LF653		
346	LF667		
347	LF678		
348	LF680		
349	LF682		
350	LF689		
351	LF690		
352	LF692		
353	LF699		
354	LF700		
355	LF701		
356	LF727		
357	LF734		
358	LF777		
359	LF780		
360	LF782		
361	LF796		
362	LF9025		
363	WF2051		
364	WF2077		
365	WF2106		
TOTAL AMOUNT			\$

Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

F.O.B. - All materials bid are F.O.B. Destination (as outlined on RFB). Freight costs must be included in the unit price bid and not listed as a separate item.

Vendors may also attach other pertinent or supporting data with their responses to this Request For Bid.

VENDOR NOTES

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

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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.

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

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

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 (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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

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.

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.