

**QUOTE
FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	4-080111FR
DATE	January 3, 2008
PAGE NO.	1
NO. OF PAGES	3

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

2:00 PM, LOCAL TIME, JANUARY 11, 2008

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered
JEFFERSON CITY, MISSOURI

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL QUOTES SHOULD BE EXTENDED AND TOTALED.**

BUYER: FRANKIE J. RYAN

BUYER TELEPHONE: 573-522-9481

ITEM NO.	SUPPLIES OR SERVICES					
	<p>Contract for furnishing <i>“Preformed Short Term Pavement Marking Tape”</i> for a contract period beginning February 1, 2008 through January 31, 2009</p> <p>PLEASE SEE ATTACHED PRICING PAGE</p> <p><i>QUOTES MAY BE FAXED TO 573-526-1218</i></p> <p>VENDOR NOTE: Prior to any contract issuance, the Bidder must be in compliance with the laws regarding conducting business in the State of Missouri.</p>					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation to quote, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within FIFTEEN (15) days after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

List all agencies your firm is currently certified with. _____

PRICING PAGE

Page 1 of 1

Contract for furnishing “Preformed Short Term Pavement Marking Tape” for a contract period beginning February 1, 2008 through January 31, 2009. **SIGN WHERE INDICATED BELOW AND SUBMIT THIS PRICING PAGE ALONG WITH THE SIGNED QUOTE FORM PAGE.**

Item	Description	Mfg. No. or Brand	Quantity	Unit of Issue	Unit Price	Extended Total
#1	8324854840 Preformed short term pavement marking tape, 4” x 100 yard roll, WHITE , as per the attached “ <i>Field Section 1048</i> ” and “ <i>Field Section 1048 Table 4</i> ”.		100	ROLL		
#2	8324854880 Preformed short term pavement marking tape, 4” x 100 yard roll, YELLOW , as per the attached “ <i>Field Section 1048</i> ” and “ <i>Field Section 1048 Table 4</i> ”.		150	ROLL		
					TOTAL	\$

NOTE ON QUANTITIES: The quantities shown are estimated requirements for the period specified. The Missouri Department of Transportation (MoDOT) reserves the right to increase or decrease quantities as needed.

NOTE ON FAILURE TO COMPLY: *Failure to comply* with the above requirements may result in quote being subject to rejection.

DELIVERY: Quotes shall be submitted with delivery to FOB destination to the Missouri Department of Transportation in Jefferson City, Missouri.

Name of the Bidders Firm

Signature of Authorized Representative

Date Signed

QUOTE SUBMITTAL:

Your written quote must be mailed in envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.), or faxed to the below fax number, to be *received on or before the date and time specified on the front page of this quote document*, at the office of:

Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65102
FAX: 573-526-1218

All mailed documents must be sealed and should be clearly marked "Preformed Short Term Pavement Marking Tape"

SAMPLES:

MoDOT reserves the right to request a sample of the product from the bidders if deemed necessary before award. Bidder will have five (5) working days, from date of request, to provide sample. Samples shall be furnished to MoDOT at no charge, will become the property of MoDOT, and will not be returned.

SPECIFICATIONS:

Please see the attached "Pavement Marking Material Field Section 1048" for additional information on approved preformed short term pavement marking tape. Refer to "Field Section 1048 Table 4" for a list of qualified preformed short term pavement marking tape products.

AWARD:

For the purpose of this quote, items will be awarded on an "ALL OR NOTHING" basis.

COMPLIANCE WITH QUOTE REQUIREMENTS:

Failure to comply with the requirements published in this quote may result in the quote being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers, exclusive of this contract, when use of such products is deemed in the best interest of MoDOT.

DOCUMENT SUBMITTAL REQUIREMENTS:

For the quote to be considered the bidder must submit both the first page (signature page) of the quote document and the Pricing Page within the time frame specified on the signature page of this quote.



PAVEMENT MARKING MATERIAL FIELD SECTION 1048

1048.1 SCOPE. To establish procedures for the inspection and reporting of pavement marking material.

1048.2 APPARATUS.

- (a) Micrometer or vernier caliper capable of measuring to 0.0001 in. [0.00254 mm] and accurate to within at least 0.001 in. [0.0254 mm].
- (b) Rule with suitable graduations to accurately measure the material to be inspected.
- (c) One-quart [1 L] friction top cans that are clean, dry and free of all contaminants.

1048.3 PROCEDURE.

1048.3.1 Type 1 and Type 2 Preformed Marking Tape.

1048.3.1.1 Qualified List. A list of qualified Type 1 and Type 2 preformed marking tape will be maintained by Construction and Materials. The list is shown in [FS-1048 Table 1](#) of this Manual. To obtain prequalification of any Type 1 or Type 2 preformed marking tape, the manufacturer must submit material and application specifications, a 20 foot [6 m] sample of the tape, and a history of satisfactory use as a pavement marking tape to Construction and Materials for testing and evaluation. The types and widths of marking submitted must be as directed by Construction and Materials. Following the testing and evaluation, satisfactory products will be placed on a list of qualified marking tapes.

1048.3.1.2 Certification. For acceptance on the project, the contractor must furnish a manufacturer's certification stating the manufacturer and brand name, and certifying that the material furnished is of the same composition as originally qualified.

1048.3.1.3 Inspection. Visually examine and measure the tape to verify that the tape is in good condition, free of cracks, and with edges straight and unbroken.

1048.3.1.4 Sampling. Take samples any time the inspector considers sampling necessary. The sample should consist of one piece, full width, not less than 20 feet [6 m] in length. The sample should be submitted to the Central Laboratory accompanied by a properly completed SiteManager record showing the manufacturer's name, the brand name and designation of the material, lot number, and net quantity.

1048.3.1.5 Sample Record. Report Type 1 and Type 2 preformed marking tape through SiteManager. Retain the manufacturer's certification in the district office.

1048.3.1.5.1 Distribution of reports for materials purchased under a Department purchase order is to be as described in [Field Sec 2001](#) of this Manual.

1048.3.2 Extruded Thermoplastic Pavement Marking Material.

1048.3.2.1 Qualified List. A list of qualified extruded thermoplastic pavement marking material will be maintained by Construction and Materials. The list is shown in [FS-1048 Table 5](#) of this Manual. To obtain qualification of any extruded thermoplastic pavement marking



material, the manufacturer must submit one 50-pound [20 kg] sample of material packaged in accordance with Specification Sec 1048 to Construction and Materials for testing and evaluation. Following the testing and evaluation, satisfactory materials will be placed on a list of qualified extruded thermoplastic plastic pavement marking materials.

1048.3.2.2 Certification. For acceptance on the project, the contractor must furnish a manufacturer's certification for each composition batch contained in the inspection lots, certifying that the thermoplastic material supplied is in accordance with all requirements of Specification Sec 1048. The certification must include or have attached typical results of tests for all specified requirements.

1048.3.2.3 Sampling and Testing. Take samples any time the certification indicates test results approaching the specification limits or any time the inspector considers sampling necessary. If sampling is performed, take samples of thermoplastic marking material from each lot presented for inspection. A lot is defined as 22,000 pounds [10,000 kg], or fraction thereof. The sample size consists of one 50 pound [20 kg] sample of material packaged in accordance with Specification Sec 1048. Submit the sample to the Central Laboratory using SiteManager, showing the manufacturer's name, the brand name and designation of the material, lot number, and net quantity. The Central Laboratory may return the sample material to the district from which it originated.

1048.3.2.4 Sample Record. Report thermoplastic pavement marking material though SiteManager and retain the manufacturer's certification in the district office.

1048.3.3 Preformed Removable Pavement Marking Tape.

1048.3.3.1 Qualified List. A list of qualified preformed removable pavement marking tape will be maintained by Construction and Materials. The list is shown in [FS-1048 Table 3](#) of this Manual. To obtain qualification of any preformed removable pavement marking tape, the manufacturer must submit material and application specifications, and a 150 foot [45 m] sample of the tape to Construction and Materials for testing and evaluation. The quantity, types, and widths of marking tape submitted must be as directed by Construction and Materials. Following the testing and evaluation, satisfactory markers will be placed on a list of qualified preformed removable pavement marking tapes.

1048.3.3.2 Acceptance. Accept preformed removable pavement marking tape appearing on the list of qualified materials on the basis of brand name, visual inspection and field performance. Inspection may be performed by Materials or Construction personnel. Complete a sample record in SiteManager showing the manufacturer's name, the brand name and designation of the material, lot number, and net quantity.

1048.3.4 Preformed Short Term Pavement Marking Tape.

1048.3.4.1 Qualified List. A list of qualified preformed short term pavement marking tape will be maintained by Construction and Materials. The list is shown in [FS-1048 Table 4](#) of this Manual. To obtain qualification of any preformed short term pavement marking tape, the manufacturer must submit material and application specifications, and a 20 foot [6 m] sample of the tape to Construction and Materials for testing and evaluation. The quantity, types, and widths of marking tape submitted must be as directed by Construction and Materials. Following the testing and evaluation, satisfactory products will be placed on a list of qualified preformed short term pavement marking tapes.



1048.3.4.2 Acceptance. Accept preformed short term pavement marking tape appearing on the list of qualified materials on the basis of brand name, visual inspection and field performance. Inspection may be performed by Materials or Construction personnel. Complete a sample record in SiteManager showing the manufacturer's name, the brand name and designation of the material, lot number, and net quantity.

1048.3.5 Hot Spray Thermoplastic Pavement Marking Material. A list of qualified hot spray thermoplastic pavement marking material will be maintained by Construction and Materials. The list is shown in [FS-1048 Table 7](#) of this Manual. Qualification, certification, sampling, testing, and reporting are the same as for extruded thermoplastic pavement marking material.

1048.3.6 Drop-on Glass Beads.

1048.3.6.1 Qualified List. A list of qualified Type 1, Type L and Type P drop-on glass beads will be maintained by Construction and Materials. The list is shown in [FS-1048 Table 6](#) of this Manual. To obtain qualification of drop-on glass beads, the manufacturer must submit a one quart [1 L] sample in a friction top can to Construction and Materials for testing and evaluation. Following the testing and evaluation, satisfactory beads will be placed on a list of qualified drop-on glass beads.

1048.3.6.2 Certification. For acceptance on the project, the contractor must furnish a manufacturer's certification for each lot, certifying that the beads supplied are in accordance with all requirements of Specification Sec 1048. The certification must include, or have attached, specific results of tests performed for roundness, refractive index, flow characteristics, and gradation. The certifications must show the quantity and lot number.

1048.3.6.3 Sampling and Testing. Obtain samples any time the certification indicates test results approaching the specification limits or any time the inspector considers sampling necessary. If sampling is performed, obtain samples of glass beads from each lot presented for inspection. A lot is defined as 10,000 pounds [4500 kg], or fraction thereof. The sample size should consist of one quart [1 L] of beads in a friction top can. Beads may be delivered in 2000 pound [907 kg] bulk cartons, 2400 pound [1088 kg] bulk bags, or 50 pound [22.7 kg] bags. For bulk cartons or bulk bags, obtain a sample from a container using a sampling thief. When sampling with the thief, retrieve portions from the center and each corner of the container. When sampling beads supplied in 50 pound [22.7 kg] bags, retrieve a composite sample with a sampling thief from at least three representative bags from the lot. Obtain a sample of beads sufficient to fill a one quart [1 L] can. As the samples are obtained, identify each can with the inspector's SiteManager sample Id number and consecutive letters of the alphabet, i.e., 4MHES001A, 4MHES001B, 4MHES001C, etc. Mark the container from which each sample is taken with the sample's identification number for future reference. Submit the sample to the Central Laboratory through a SiteManager record showing the manufacturer's name, lot number, and net quantity.

1048.3.6.4 Sample Record. Report drop-on glass beads through SiteManager and retain the manufacturer's certification in the district office.

1048.3.7 Acrylic Waterborne Traffic Marking Paint.

1048.3.7.1 Qualified List. A list of qualified suppliers of acrylic waterborne traffic marking paint is maintained by Construction and Materials. The list is shown in [FS 1048 Table 8](#) of this Manual and is based on those suppliers who submit material meeting the requirements of the



specification for MoDOT General Services bids. The list is updated yearly. NOTE: There may be instances where this list is empty, i.e., all paint is to be considered non-qualified and must be sampled.

1048.3.7.2 Sampling and Testing. Samples consisting of two one-quart [1 L] samples for each color are required for non-qualified paints and may be submitted to the Central Laboratory as desired for qualified suppliers.

1048.3.7.3 Acceptance. Acrylic waterborne traffic marking paint from qualified suppliers may be accepted by certification which is in accordance with the specification requirements. Non-qualified suppliers must be sampled and approved for each lot of material offered for inspection prior to acceptance. Acrylic waterborne traffic marking paint may not be substituted for acrylic co-polymer, if acrylic co-polymer is specified.

1048.3.7.4 Sample Record. Report paint through SiteManager, indicating either acceptance by certification with the certification retained in the district office or acceptance by testing, with reference to the laboratory tests.

1048.3.8 Acrylic Co-Polymer Traffic Marking Paint.

1048.3.8.1 Qualified List. A list of qualified suppliers of acrylic co-polymer traffic marking paint is maintained by Construction and Materials. The list is shown in [FS 1048 Table 2](#) of this Manual and is based on those suppliers who submit material meeting the requirements of the specification for MoDOT General Services bids. The list is updated yearly. NOTE: There may be instances where this list is empty, i.e., all paint is to be considered non-qualified.

1048.3.8.2 Sampling and Testing. Samples consisting of two one-quart [1 L] samples for each color are required for non-qualified paints and may be submitted to the Central Laboratory as desired for qualified suppliers.

1048.3.8.3 Acceptance. Acrylic co-polymer traffic marking paint from qualified suppliers may be accepted by certification. Non-qualified suppliers must be sampled and approved for each lot of material offered for inspection prior to acceptance. This material may be accepted as a substitute for acrylic waterborne traffic marking paint, however, it may not be accepted in lieu of high-build acrylic waterborne traffic marking paint.

1048.3.8.4 Sample Record. Report paint through SiteManager, indicating either acceptance by certification with the certification retained in the district office or acceptance by testing with reference to the laboratory tests.

1048.3.9 Epoxy Traffic Marking Material.

1048.3.9.1 Qualified List. A list of qualified suppliers of epoxy traffic marking material is maintained by Construction and Materials. The list is shown in [FS 1048 Table 9](#) of this Manual. To obtain qualification of drop-on epoxy traffic marking material, the manufacturer must submit a one quart [1 L] sample of each component in a friction top can to Construction and Materials for testing and evaluation. In addition, the additional requirements of Specification Sec 1048.1.1.1 apply.

1048.3.9.1 Sampling and Testing. Samples consisting of one quart [1 L] of each component are required. Two one-quart (L) samples of Type 1 drop-on glass beads are required. Extra caution should be exercised when sampling each component of epoxy traffic marking paint to ensure that the material is representative. Some components may be prone to separation and require vigorous stirring or agitation prior to obtaining samples.



1048.3.9.2 Acceptance. Epoxy traffic marking paint must be sampled and approved for each lot of material offered for inspection prior to acceptance.

1048.3.9.3 Sample Record. Report paint through SiteManager, indicating acceptance by testing with reference to the laboratory tests.

1048.3.10 Type 1 and Type 2 Temporary Raised Pavement Markers.

1048.3.10.1 Qualified List. A list of qualified Type 1 and Type 2 temporary raised pavement markers will be maintained by Construction and Materials. The list is shown in [FS-1048 Table 10](#) of this Manual. To obtain qualification of any temporary raised pavement marker, the manufacturer must submit material and application specifications, and a sample consisting of six (6) representative markers to Construction and Materials for testing and evaluation. Following the testing and evaluation, satisfactory markers will be placed on a list of qualified temporary raised pavement markers.

1048.3.10.2 Acceptance. Type 1 or Type 2 temporary raised pavement markers appearing on the list of qualified materials may be accepted on the basis of brand name, visual inspection and field performance. Inspection may be performed by Materials or Construction personnel. Complete a sample record in SiteManager showing the manufacturer's name, the brand name and designation of the material, lot number, and net quantity.

1048.3.11 Snowplowable Raised Pavement Markers.

1048.3.11.1 Qualified List. A list of qualified snowplowable raised pavement markers and qualified snowplowable raised pavement marker reflectors will be maintained by Construction and Materials. The list is shown in [FS-1048 Table 11](#) of this Manual. To obtain qualification of snowplowable raised pavement markers or snowplowable raised pavement marker reflectors, the manufacturer must submit application specifications and a sample consisting of six (6) representative markers and/or reflectors to Construction and Materials for testing and evaluation. In addition, the manufacturer must submit to Construction and Materials certification that the marker and/or reflector have completed evaluation under NTPEP. The certification must include specific test results that show compliance with the NTPEP requirements contained in Specification Sec 1048.80.2, as well as identification of the specific NTPEP report(s) that show the results of testing. Following the evaluation of all submitted materials, satisfactory markers will be placed on a list of qualified snowplowable raised pavement markers.

1048.3.11.2 Acceptance. Snowplowable raised pavement markers or snowplowable raised pavement marker reflectors appearing on the list of qualified materials may be accepted on the basis of brand name, visual inspection and field performance. Inspection may be performed by Materials or Construction personnel. Complete a sample record in SiteManager showing the manufacturer's name, the brand name and designation of the material, lot number, and net quantity.

1048.3.12 General Reporting. Unless otherwise indicated, all reports are to indicate acceptance, qualified acceptance, or rejection. Appropriate remarks, as described in [General Sec 7](#) of this Manual, are to be included in the report to clarify conditions of acceptance or rejection.





**PAVEMENT MARKING MATERIALS
FIELD SECTION 1048 TABLE 4
QUALIFIED PREFORMED SHORT TERM PAVEMENT
MARKING TAPES**

<u>Brand Name</u>	<u>Manufacturer</u>
Aztec Engineer Grade (White & Yellow)	P B Laminations, Inc. 2940 Mary Avenue Brentwood, Missouri 63144
FOL 300	FOL Tape, LLC 2025 Hitzert Court Fenton Mo, 63026
RW-140 (White) (11-02)	Trelleborg Industri AB 184 Tambourine Ranch Rd. Gardnerville, NV 89410
RY-140 (Yellow) (11-02)	Trelleborg Industri AB 184 Tambourine Ranch Rd. Gardnerville, NV 89410
Scotch-Lane Series 750 (White) (7/03)	3M Company St. Paul, MN 55101
Scotch-Lane Series 751 (Yellow) (7/03)	3M Company St. Paul, MN 55101
Visa Line Engineering Grade (White and Yellow)	Swarco Industries, Inc. P. O. Box 89 Columbia, Tennessee 38402



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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- 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.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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

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

in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The 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. 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

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

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.