

**BID FORM**

MAILING ADDRESS:  
 MISSOURI DEPARTMENT OF TRANSPORTATION  
 GENERAL SERVICES  
 P.O. BOX 270  
 JEFFERSON CITY, MO 65102

REQUEST NO.	5-150624DP
DATE	June 9, 2015

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

**June 24, 2015 at 2:00 PM, Central Time**

AND THEN PUBLICLY OPENED AND 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  
 Central Office Lab – Jefferson City, MO

<b>BUYER:</b>	Dee Pardue, Sr. General Services Technician	<b>BUYER TELEPHONE:</b>	573-526-0760
<b>BUYER EMAIL:</b>	Dee.Pardue@modot.mo.gov		

**Hamburg Wheel-Tracking Device**

The Missouri Department of Transportation is seeking bids from qualified bidders to provide a **Hamburg Wheel-Tracking Device**. MoDOT will receive sealed bids at the following addresses: PO Box 270, Jefferson City, MO 65102 or hand-delivered to 830 MoDOT Drive, Jefferson City, MO 65109.

*It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process. A link to this site is below:*

[http://www.modot.org/business/contractor\\_resources/g\\_s\\_bidding/CO/COcommodities.htm](http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm)

**All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.**

**(SEE ATTACHED FOR 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 products on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

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

**Is your firm MBE certified?**     Yes     No

**Is your firm WBE certified?**     Yes     No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide Hamburg Wheel-Tracking Device to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CT, June 24, 2015.**

#### **RFB COORDINATOR:**

**Dee Pardue, Senior General Services Technician**

#### **MAILING ADDRESS:**

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Dee Pardue**

#### **PHYSICAL ADDRESS:**

**Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

**PHONE: 573-526-0760**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Hamburg Wheel-Tracking Device as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Pages
  - 5) Manuals, Technical Service , On-Site Training , Calibration & Warranty Requirements
  - 6) Vendor Information and Preference Certification Form
  - 7) Cooperative Purchasing Form
  - 8) MoDOT Requirements
  - 9) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The vendor shall provide a Hamburg Wheel-Tracking Device to MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The vendor shall provide all deliverables and service to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit/equipment will be ordered.
- 2.1.4 Unless otherwise specified herein, the vendor shall furnish all material, labor, equipment, supplies, on-site training, technical support within the United States, and calibration within the first two years of purchase necessary to provide the deliverables and services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

**2.2 Required Specifications:** All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents.

### 2.3 Delivery Requirements:

- 2.3.1 The following delivery requirements shall apply:
  - a. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No equipment will be received on Saturday, Sunday or state holidays.
  - b. If the prices bid herein include the delivery cost of the unit, the vendor agrees to pay all transportation charges on the unit 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 vendor direct to the railroad or carrier.
  - d. Upon award, delivery is expected within 30 days or less.
- 2.3.2 The vendor shall deliver the product(s) specified herein to the following MoDOT location(s):
  - a. MoDOT  
Construction and Materials  
1617 Missouri Boulevard  
Jefferson City, Missouri 65109

### 2.4 Set-up and Installation:

- 2.4.1 The following set-up requirements shall apply:
  - a. Installation and set-up is expected at time of delivery.
  - b. Equipment shall be capable of passing through a 46" – ¾" doorway in order to reach final destination.

## **2.5 Invoicing and Payment Requirements:**

- 2.5.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

Missouri Department of Transportation  
Attn: Dave Ahlvers  
P.O. Box 270  
1617 Mo. Boulevard  
Jefferson City, MO 65102

- 2.5.2 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.
- 2.5.3 The bidder shall understand and agree MoDOT reserves the right to make contract payments to the bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each bidder invoice must be on the bidder's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's [Vendor Payment Website](#) to enable the bidder to properly apply state payments to invoices. The bidder must comply with all other invoicing requirements stated in the RFB.
- 2.5.4 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.5 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.5.7 The MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to MoDOT's rejection and shall be returned at the bidder's expense.

## **2.6 Other Award Requirements:**

- 2.6.1 Award Period - The award period shall commence from the date of award until July 31, 2015. This is a one-time purchase with a five-year warranty expected on all parts and labor, on-site.
- 2.6.2 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
- a. No equipment, supplies, and/or services received by MoDOT pursuant to an award 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 vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. MoDOT reserves the right to return any such rejected shipment at the vendor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.6.3 NET DELIVERED FIRM PRICE - the unit/equipment shall be delivered and set-up for use to the delivery destination(s).

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**5-150624DP Hamburg Wheel-Tracking Device**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and 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 withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and 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 five (5) 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 five (5) 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 Award:
- a. This is a single-award bid and determination of award will be based on lowest responsive bid.
  - b. The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.
  - c. Notification of award shall 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.

4. PRICING PAGES

**Hamburg Wheel-Tracking Device Pricing**

**Hamburg Wheel-Tracking**, meeting the attached MoDOT specifications or equivalent, **NET DELIVERED PRICE**

MAKE/MODEL: \_\_\_\_\_

PRICE (to include shipping/handling; 4-hour training; 5-year warranty; 2-year calibration after 1<sup>st</sup> year; and if necessary, standalone computer if part of the equipment)

\$ \_\_\_\_\_

ADDITIONAL TRAINING \$: \_\_\_\_\_

WARRANTY COVERAGE (detailed warranty coverage must be included with bid response):

\_\_\_\_\_  
\_\_\_\_\_

Any deviations or exceptions to the specifications must be detailed when bids are submitted.

**Delivery will be made \_\_\_\_\_ days after receipt of order.**

**5. MANUALS, TECHNICAL SERVICES, CALIBRATION, TRAINING  
AND WARRANTY REQUIREMENTS**

**Service & Operator Manuals**

- a. A hard copy operator manual must be provided with equipment.
- b. One set of service and parts manuals (CD) shall be supplied with equipment.

**Technical Assistance**

All vendors shall provide a phone number, located within the United States, for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 a.m. to 4 p.m., CST).

**Mandatory Training**

The vendor shall supply MoDOT with the following minimum mandatory on-site training to include trainers time/travel expenses:

- a. Training shall take place at a Central Office, located in Jefferson City, MO where equipment is delivered or at an off -site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to all operators of the equipment and will cover safe operation and routine and preventative maintenance. The vendor shall supply training within one week or sooner of delivery and acceptance. The vendor shall supply all training materials.
- b. Training shall be provided to the necessary MoDOT personnel by the vendor and will be a minimum 4 hours contact time. If more than 4 hours of training is necessary, MoDOT shall notify the vendor in advance of the scheduled training to setup the additional hours needed. Training covered should include operation and maintenance of equipment. Training time and location shall be coordinated with designated MoDOT personnel.

**In the event that the training is deemed insufficient to adequately prepare the operators for the use and maintenance of the equipment, the vendor shall be required to hold an additional on-site training session in order to adequately educate those involved with the operations and maintenance of the equipment.**

**Calibration**

Vendor shall provide all necessary calibration/verification on all equipment and parts for the first two (2) years.

**Warranty**

Vendor shall cover a 5-year warranty on all parts and labor, on-site.

## 6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

### Preference Certification

All bidders must furnish **ALL** applicable information requested below

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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 <b><u>Location Products are Manufactured or Produced.</u></b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

7. NOTICE OF COOPERATIVE PURCHASING

**MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

Each bidder is asked to indicate below whether they would be willing to offer a **Hamburg Wheel-Tracking Device** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Hamburg Wheel-Tracking Device** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## 8. MoDOT Requirements for Hamburg Wheel-Tracking Device

**Requirements for the Hamburg Wheel-Tracking Device:** The following models (or equivalent) will be considered for purchase: 1) James Cox & Sons' Hamburg (immersion) Wheel Tracker (Product #CS9000-1100; 2) SmarTracker; 3) Troxler Two-Wheel Standard PMW Wheel Tracker

1. A fully operational unit capable of performing all functions necessary to complete AASHTO T324-14 and Tex-242-F with exceptions only of sawing, compacting, oven heating and weighing the test specimen.
2. A Dual Wheel System, capable of performing 2 separate tests simultaneously.
3. The unit shall automatically hoist or retract the rut testing wheels from the sample specimen, such that no manual lifting or leveraging of the wheels is required.
4. Shielded Electronics
5. Stainless Steel or non-corrosive materials on all surfaces exposed to water.
6. Full size machine with minimum width of 52 inches.
7. Fully automated data acquisition and test control system with computer included.
8. System requirements to provide calibration/verification of load, LVDT's and temperature reading elements.
9. The load applied to the sample shall be a product of gravitational force from mass weight and not by hydraulic or pneumatic pressure.
10. Shall include Wheel Tracking Device, an electronically powered device capable of moving a 8 inch diameter, 1.85 inch wide steel wheel over the test specimen.
11. The load applied by the wheel shall be 158 +/- 1 lb.
12. The wheel shall reciprocate over the specimen position varying sinusoidally over time.
13. The wheel shall be capable of traveling 52 +/- 2 passes across the specimen per minute.
14. Temperature Control System – A water bath capable of controlling the temperature within +/- 1.0 C over a range of 25 C to 70 C. The bath shall have a mechanical circulating system to stabilize the temperature within the specimen tank.
15. Shall have an Impression Measurement System – A linear variable differential transducer (LVDT) device capable of measuring the depth of the impression (rut) of the wheel at the center +/- ½ in. along the length of the wheels path to within 0.15 mm (0.006 in.) over a range of 0 to 20 mm (0 to 0.8 inch). The system shall be mounted and capable of measuring the depth of the impression at different intervals across the width of the wheel's path on the test specimen. The impression shall be measured at least every 100 passes of the wheel. The system must be capable of measuring the rut depth without stopping the wheel. The measurements must be referenced to the number of wheel passes.
16. Shall have a Wheel Pass Counter – A non-contacting solenoid that counts each wheel pass over the specimen. The signal from the counter shall be coupled to the wheel impression measurement, allowing for the rut depth to be expressed as a function of the wheel passes.
17. Shall have Slab Mounting System, a stainless steel tray that can be mounted rigidly to the machine. This mounting system must restrict shifting of the specimen to within 0.02 in. during

testing. The mounting system shall suspend the specimen, allowing for free circulation of the water bath on all sides. The mounting system shall be designed to provide a minimum of 0.8 in. of free circulating water on all sides of the specimen. Unit shall be complete and capable of testing 2 slabs, one under each wheel at the same time.

18. Shall have a Cylindrical Specimen Mounting System, an assembly consisting of two high-density polyethylene (HDPE) molds or plaster of paris in accordance with section 8 of AASHTO T324 -14 to secure the specimen placed in the tray is mounted rigidly to the machine. This mounting system must restrict shifting of the specimen to within 0.02 in during testing and must suspend the specimen to provide a minimum of 0.8 in of free circulating water on all sides. The molds and mounting system shall be in accordance with figure 1 and 2 of the AASHTO T324-14 test method. The unit shall be complete and capable of testing cylindrical specimen configurations under both wheels at the same time.
19. Shall include 5 high density polyethylene molds. 4 for testing and 1 for cutting.

**ADDITIONAL REQUIREMENTS:**

1. If equipment requires a stand-alone computer, vendor to include this with equipment. Pricing of this must be included in the total cost shown on the pricing page and must be noted on the pricing page.

**9. Missouri Highways and Transportation Commission  
Standard Bid 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 (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.

**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.

**9. Missouri Highways and Transportation Commission**  
**Standard Bid 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.

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

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

**Insurance**

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

- 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:**

- a. **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 as Exhibit A.
- b. **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 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 as Exhibit B.

**Official Holidays**

- a. 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

- b. 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**.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the services within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day** for each assessable calendar day on which the service has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.