

BID FORMMISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICESPO Box 270, Jefferson City, MO 65102(Mailing Address)
830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

REQUEST NO.	2-130228RW
DATE	February 13, 2013

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL**2:00 PM, CDT, February 28, 2013**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.**BID TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Locations as Shown on Attachment

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Robin Warren, Sr. General Services Specialist	BUYER TELEPHONE:	(573) 526-7929
BUYER EMAIL:	Robin.Warren@modot.mo.gov		

SUPPLIES OR SERVICESMoDOT is seeking bids from qualified bidders whom can provide **Chain and Ratchet Load Binders** to
establish a contract with an effective date of April 1, 2013 through March 31, 2014.*****NOTE: 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.****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 items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____		_____
	_____	By (Signature):	_____
Email Address:	_____	Type/Print Name	_____
		Title:	_____

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

This Request for Bid seeks bids from qualified organizations to provide **Chain and Ratchet Load Binders**, with an effective contract period of April 1, 2013 through March 31, 2014, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Robin Warren, Missouri Department of Transportation, General Services Procurement, P.O. Box 270, Jefferson City, MO 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office at 830 MoDOT Drive, Jefferson City, MO 65109. All questions regarding the RFB shall be submitted to Robin Warren. Bids must be returned to the office of General Services Procurement no later than 2:00 p.m., CDT, February 28, 2013.

RFB Coordinator:

**Robin Warren, Sr. General Services Specialist
Missouri Department of Transportation
General Services - Procurement**

**Phone: 573-526-7929
E-mail: Robin.Warren@modot.mo.gov**

1.2 General Information:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Chain and Ratchet Load Binders as set forth herein.

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

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Vendor Information and Preference Certification Form
- 6) Terms and Conditions
- 7) District Map

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide Chain and Ratchet Load Binders on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not have estimated quantities for this bid. MoDOT does not guarantee and specific quantities will be purchased. Bidders should submit pricing for an as needed, if needed basis.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Delivery Requirements:

- 2.2.1 The contractor shall furnish and deliver any or all the items on which prices were quoted within thirty (30) calendar days after receipt of formal purchase order.
- 2.2.2 The contractor shall deliver items as specified herein to various locations within the MoDOT Districts. *See attached District Map.*

2.3 Liquidated Damage Requirements:

- 2.3.1 The contractor shall agree and understand that providing the Chain and Ratchet Load Binders in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - a. In the event the contractor fails to provide the Chain and Ratchet Load Binders in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$50.00 per day for each such delinquent day.
 - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
 - c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
 - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.
 - e. The contractor shall understand and agree that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies. The contractor shall understand and agree that each District’s decision shall be individual, final, and without recourse.

- f. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all cost associated with returning the product to the contractor shall be paid by the contractor, at no additional cost to MoDOT.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The contractor shall submit an itemized invoice to the applicable requesting MoDOT address.
- 2.4.2 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.
- 2.4.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.4.6 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.
- 2.4.7 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.
- 2.4.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Contractual Requirements:

- 2.5.1 Contract Period - The contract shall commence from April 1, 2013 until March 31, 2014 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.
 - a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.5.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the contract period.

4. PRICING PAGE

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

CHAIN – CATEGORY 1

Item #	Commodity Code and Description	Original Contract Period <i>Firm, Fixed Price</i>	1 st Renewal Period <i>Maximum Price</i>	2 nd Renewal Period <i>Maximum Price</i>	3 rd Renewal Period <i>Maximum Price</i>
001	#4502113020 Chain, ¼”, Grade 30 (Proof Coil), working load limit of 1,300 lbs., pails (with lids) shall not exceed 75 pounds in weight. _____ feet in the pail.	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>
002	#4502113030 Chain, 5/16”, Grade 30 (Proof Coil), working load limit of 1,900 lbs., pails (with lids) shall not exceed 75 pounds in weight. _____ feet in the pail.	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>
003	#4502196152 Chain, 3/8”, Grade 70 (Binding Chain), working load limit of 6,600 lbs., pails (with lids) shall not exceed 75 pounds in weight. _____ feet in the pail.	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>	\$ _____ <i>per foot</i>

NOTE ON LABELS: Items 1 – 3; pails shall be labeled with chain size and number of feet per pail.

NOTE ON PAIL SIZE: During the contract period, the weight and number of feet in the pail shall not change, but will remain the same as bid.

NOTE ON EMBOSSING: All chain must be embossed with appropriate “Grade” as specified above.

NOTE ON METAL FINISHES: All chain, mid-links and grab hooks shall have either a zinc plated coating, gold-color finished coating, or other finished coating as appropriate. All un-coated chain, mid-links and grab hooks will not be considered for award.

Brand: _____

Part Number: _____

Grade: _____

4. PRICING PAGE, continued

MID-LINKS AND GRAB HOOKS – CATEGORY 2					
Item #	Commodity Code and Description	Original Contract Period <i>Firm, Fixed Price</i>	1st Renewal Period <i>Maximum Price</i>	2nd Renewal Period <i>Maximum Price</i>	3rd Renewal Period <i>Maximum Price</i>
004	#4501948055 Mid-Links, chain, 5/16", Minimum Grade 30, approximately 10 per box.	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>
005	#4501948082 Mid-Links, chain, 3/8", Minimum Grade 70, approximately 10 per box.	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>
006	#4501926040 Grab Hooks, chain, 5/16", shackle type, Minimum Grade 43, approximately 10 per box.	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>
007	#4501926052 Grab Hooks, chain, 3/8", Minimum Grade 70, approximately 10 per box.	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>	\$ _____ <i>per box</i>

NOTE ON EMBOSSING: Items 4-7; all mid-links and grab hooks *shall be embossed with the appropriate "Grade" as specified above.*

NOTE ON METAL FINISHES: All chain, mid-links and grab hooks shall have either a zinc plated coating, gold-color finished coating, or other finished coating as appropriate. All un-coated chain, mid-links and grab hooks will not be considered for award.

Brand: _____

Part Number: _____

Grade: _____

4. PRICING PAGE, continued

RATCHET-TYPE LOAD BINDERS –CATEGORY 3					
Item #	Commodity Code and Description	Original Contract Period <i>Firm, Fixed Price</i>	1st Renewal Period <i>Maximum Price</i>	2nd Renewal Period <i>Maximum Price</i>	3rd Renewal Period <i>Maximum Price</i>
008	4450105017 Ratchet-type load binders; Turnbuckle style. For use with 3/8" G-70 and 1/2" G-43 chain. Working load limit of 9200 lbs. <i>Working load limit must be clearly embossed on the handle. Minimum take-up of 8". Full 360° swivel hooks. Handle must be a minimum of 14" in length.</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

Brand: _____

Part Number: _____

Grade: _____

Signature

Date

Cooperative Procurement

The Department 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 ***Chain and Ratchet Load Binders*** listed in the attached "***Request for Bid RFB 2-130228RW***" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department 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 Chain and Ratchet Load Binders meeting the Department 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 Department 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 _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

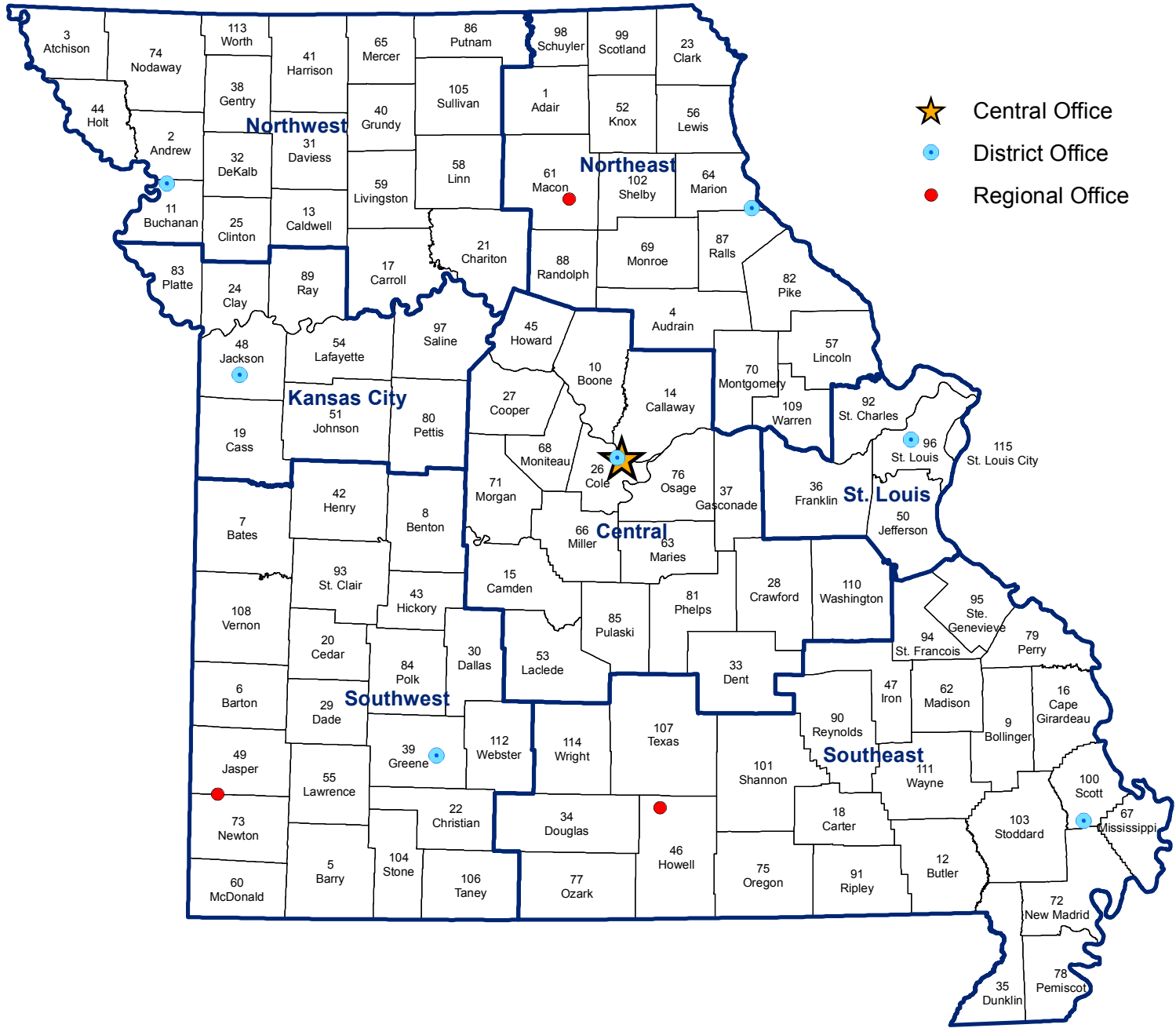
Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

Missouri Department of Transportation District Map



- ★ Central Office
- District Office
- Regional Office

County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	DeKalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	77	SE	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	78	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW			Schuyler	98	NE				
Cass	19	KC	Greene	39	SW	Livingston	59	NW			Scotland	99	NE				
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW			Scott	100	SE				



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

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.

- a. 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.