

BID FORM

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

REQUEST NO.	2-130701RW
DATE	June 18, 2013

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

**July 1, 2013 at 2:00 PM Local Time**

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

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

Submit net bid as cash discount stipulations will not be considered

FOB Destination

Locations as referenced in bid

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	Robin Warren Sr. General Services Specialist	<b>BUYER TELEPHONE:</b>	573-526-7929
		<b>BUYER EMAIL:</b>	Robin.Warren@modot.mo.gov

**SUPPLIES OR SERVICES**

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide **Polyethylene Culvert Pipe Liner**. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

**\*\*\*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.*

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

**MISSOURI DEPARTMENT OF TRANSPORTATION  
POLYETHYLENE PIPE LINERS**

RFB 2-130701RW

**1. Introduction**

- 1.1 The contractor shall provide Polyethylene Culvert Pipe Liners to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from the Notice to Proceed through December 31, 2013, with the option for five (5) 6 month renewal period.
  - a. If MoDOT exercises the renewal option, the contractor shall agree to all terms and conditions of this bid and all subsequent amendments. The requirements for future months shall remain the same. MoDOT does not automatically grant a price increase at the time of renewal.
  - b. In the event the contractor requests a price increase during the renewal 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 for a price increase, 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. In the event a price increase is granted due to an approved escalation, the renewal increase shall be based upon the current contract value.

**2. Specifications**

- 2.1 Polyethylene Culvert Pipe Liner will be used for maintenance purposes. This material shall meet the enclosed MoDOT specification designated as MGS-92-11M.
- 2.2 It will be the responsibility of the supplier to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate by MoDOT, and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.
- 2.3 All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

**3. Quantities**

- 3.1 Bidders must submit pricing on all items within a single district for each district the bidder wishes to supply.
- 3.2 Bidder is not required to submit a bid for both Type I – Snap Together and Type II – Screw Together.
- 3.3 MoDOT does not have estimated quantities. MoDOT does not guarantee any specific quantities will be required or ordered from the contractor. Bidders should submit pricing for an as needed, if needed basis.
- 3.4 MoDOT may issue orders throughout the duration of the contract on an as needed basis.

**4. Delivery**

- 4.1 All orders shall be delivered to various MoDOT maintenance facilities as identified by each purchase order within 15 business days after receipt of order.
- 4.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 4.3 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the contractor and the appropriate MoDOT district office.
- 4.4 The contractor shall give the appropriate District Office or other designated contact person(s) at least twenty-four (24) hours notice prior to making delivery to a maintenance facility.

## RFB 2-130701RW

MISSOURI DEPARTMENT OF TRANSPORTATION  
POLYETHYLENE PIPE LINERS

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**PRICING PAGE**

The bidder shall provide firm, fixed prices on the PRICING PAGES in accordance with the terms of this request. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Pricing must be established on all sizes listed.

**Type I - Snap Together Type**

Pricing will be for the liner to fit the existing Corrugated Metal Pipe Culvert sizes indicated below.

		Northeast	Northwest	Kansas City	Central	St. Louis	Southwest	Southeast
COMMODITY CODE	DESCRIPTION	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF
2102932010	Pipe Liner, Plastic, 12" Diameter-Polyethylene							
2102932020	Pipe Liner, Plastic, 14" Diameter-Polyethylene							
2102932030	Pipe Liner, Plastic, 16" Diameter-Polyethylene							
2102932040	Pipe Liner, Plastic, 18" Diameter-Polyethylene							
2102932050	Pipe Liner, Plastic, 22" Diameter-Polyethylene							
2102932060	Pipe Liner, Plastic, 24" Diameter-Polyethylene							
2102932070	Pipe Liner, Plastic, 28" Diameter-Polyethylene							
2102932080	Pipe Liner, Plastic, 30" Diameter-Polyethylene							
2102932090	Pipe Liner, Plastic, 32" Diameter-Polyethylene							
2102932100	Pipe Liner, Plastic, 36" Diameter-Polyethylene							
2102932110	Pipe Liner, Plastic, 40" Diameter-Polyethylene							
2102932120	Pipe Liner, Plastic, 42" Diameter-Polyethylene							
2102932130	Pipe Liner, Plastic, 48" Diameter-Polyethylene							
2102932140	Pipe Liner, Plastic, 54" Diameter-Polyethylene							
<b>Total of All Prices Per LF</b>								

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

Company \_\_\_\_\_ Signature \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
POLYETHYLENE PIPE LINERS

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**PRICING PAGE**

The bidder shall provide firm, fixed prices on the PRICING PAGES in accordance with the terms of this request. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Pricing must be established on all sizes listed.

**Type II - Screw Together Type**

Pricing will be for the liner to fit the existing Corrugated Metal Pipe Culvert sizes indicated below.

		Northeast	Northwest	Kansas City	Central	St. Louis	Southwest	Southeast
COMMODITY CODE	DESCRIPTION	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF
2102932010	Pipe Liner, Plastic, 12" Diameter-Polyethylene							
2102932020	Pipe Liner, Plastic, 14" Diameter-Polyethylene							
2102932030	Pipe Liner, Plastic, 16" Diameter-Polyethylene							
2102932040	Pipe Liner, Plastic, 18" Diameter-Polyethylene							
2102932050	Pipe Liner, Plastic, 22" Diameter-Polyethylene							
2102932060	Pipe Liner, Plastic, 24" Diameter-Polyethylene							
2102932070	Pipe Liner, Plastic, 28" Diameter-Polyethylene							
2102932080	Pipe Liner, Plastic, 30" Diameter-Polyethylene							
2102932090	Pipe Liner, Plastic, 32" Diameter-Polyethylene							
2102932100	Pipe Liner, Plastic, 36" Diameter-Polyethylene							
2102932110	Pipe Liner, Plastic, 40" Diameter-Polyethylene							
2102932120	Pipe Liner, Plastic, 42" Diameter-Polyethylene							
2102932130	Pipe Liner, Plastic, 48" Diameter-Polyethylene							
2102932140	Pipe Liner, Plastic, 54" Diameter-Polyethylene							
<b>Total of All Prices Per LF</b>								

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

Company \_\_\_\_\_ Signature \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
POLYETHYLENE PIPE LINERS

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**GRAND TOTAL PRICING PAGE**

Please insert the total for each type for each district in the space provided.

	Northeast	Northwest	Kansas City	Central	St. Louis	Southwest	Southeast
TYPE							
I							
II							

**RENEWAL PERIOD:** The bidder shall provide below the maximum percentage of increase or maximum percentage of decrease for the renewal period. The percentage shall be computed against the **current contract price** during the renewal period. **If a renewal percentage is not provided,** the prices during the renewal period shall be the same as during the current contract period.

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**3<sup>rd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**4<sup>th</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**5<sup>th</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

***\*\*\*Note: Renewal periods are for a length of 6 month, per section 1.2.***

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

Signature: \_\_\_\_\_

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

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:  <i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business</b>.</i>										
<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><thead><tr><th><u>M/WBE Name</u></th><th><u>Percentage of Contract</u></th><th><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> <i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>.</i>		<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
<i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced</b>.</i>	
<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: 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.	
<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

## COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Polyethylene Culvert Pipe Liner** listed in the attached "Request for Bid" 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 **Polyethylene Culvert Pipe Liner** 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 \_\_\_\_\_

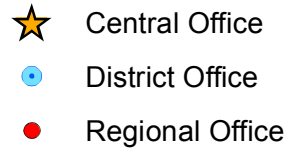
TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)



# District Map



6/27/2011



## CULVERT PIPE LINER MGS-92-11M

**1.0 Description.** These specifications cover the purchase of polyethylene pipe liners (PPL) for lining existing culvert pipes for maintenance purposes.

### **2.0 Materials.**

**2.1 Liner Pipe.** Pipe shall be PE or PVC and shall comply with the requirements for the Type listed.

**2.1.1 Type I.** Type I PPL shall comply with the requirements of ASTM F 714 (Max. DR 32.5).

**2.1.2 Type II.** Type II PPL shall be manufactured from material meeting ASTM D 3350 Cell Classification 345464C and shall comply with the dimensional requirements of Table 1 of this specification or Table 2 if approved by the engineer.

**2.1.3 Type III.** Type III PPL shall comply with the requirements of ASTM F894 open profile, Class RSC 100 or RSC 160.

**2.1.4 Type IV.** Type IV PVC pipe shall meet the specifications of ASTM F-949, except that the PVC Pipe & Fittings shall be made of PVC compound having a minimum call classification of 12454B in accordance with ASTM D 1784. The joining method for PVC pipe shall be by elastomeric material meeting the requirements of ASTM F-949. (Note: Clearance requirements limits the minimum size of Type IV to a 12" diameter and ASTM F-949-95a currently limits the maximum size to a 36" diameter.)

**2.2** The dimensions of PPL shall meet the requirements of Table 3 of this specification. The length shall not be less than that specified in the order.

**2.3** The PPL shall be capable of being joined into a continuous length by an approved interlocking method formed into the ends of the liner. Unless otherwise specified, the joints shall be soil-tight with no gaskets required.

**2.4** Unless otherwise specified in the bid request, each PPL shall have a male and a female end.

**2.5** Each length of pipe furnished shall be permanently marked by the manufacturer with the manufacturer's name, and applicable ASTM designation. The marking shall be such that it will not be obliterated during handling, shipment or placement.

**3.0 Ordering Information.** The inside diameter of the existing pipe to be lined and the lengths of PPL are to be shown in the order. If necessary, specific types may be ordered.

**4.0 Certification.** The supplier shall furnish a manufacturer's certification at destination stating that the PPL was manufactured and tested in accordance with the listed specifications and was found to meet the requirements of these specifications. The supplier shall further submit a statement stating that any PPL found to not comply with these specifications will be replaced with satisfactory material at the earliest date possible.

**5.0 Acceptance.** Inspection of PPL may be made at the point of manufacturer, intermediate storage points, or destination at the discretion of the department.

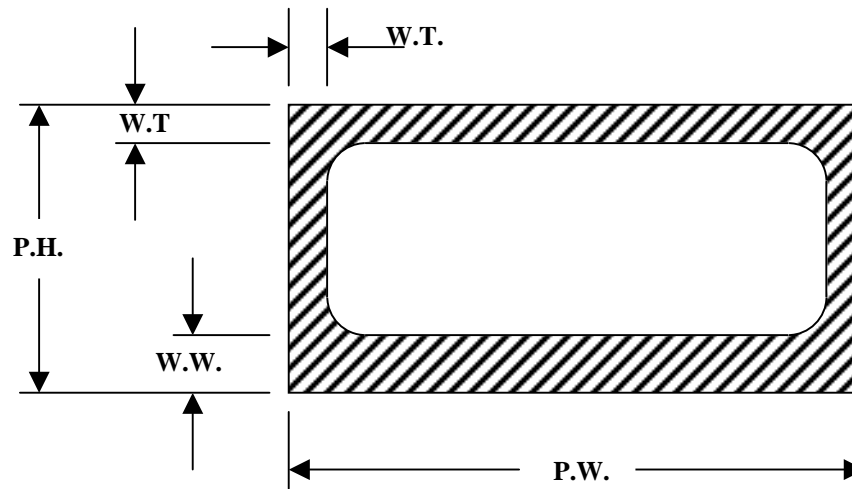
**TYPE II PPL**

Table 1  
Standard Pipe Dimensions

Nominal I.D. PPPL Size (inches) <sup>A B</sup>	Average O.D. (inches) <sup>A</sup>	Average Profile Height (P.H.) (inches) <sup>A</sup>	Average Profile Width (P.W.) (inches) <sup>A</sup>	Minimum Waterway Wall (W.W.) (inches)	Minimum Wall Thickness (W.T.) (inches)
10.000	11.200	0.600	0.740	0.070	0.060
12.000	13.470	0.740	0.920	0.080	0.070
13.500	15.360	0.930	1.160	0.090	0.080
15.000	16.850	0.930	1.160	0.090	0.080
18.000	20.240	1.120	1.400	0.110	0.100
21.000	23.650	1.330	1.660	0.130	0.110
24.000	27.060	1.530	1.910	0.140	0.120
27.000	30.340	1.720	2.150	0.160	0.140
30.000	33.820	1.910	2.390	0.180	0.150
36.000	40.650	2.330	2.910	0.210	0.180
40.000	45.200	2.600	3.250	0.230	0.200
42.000	47.470	2.740	3.420	0.240	0.210

<sup>A</sup> These dimensions shall be determined by taking at least three (3) measurements and averaging the results.

<sup>B</sup> A tolerance of  $\pm 1$  percent will be permitted on the nominal I.D. measurements

**Table 2**  
**Low Profile Pipe Dimensions**

Nominal I.D. PPPL Size (inches) <sup>A B</sup>	Average O.D. (inches) <sup>A</sup>	Average Profile Height (P.H.) (inches) <sup>A</sup>	Average Profile Width (P.W.) (inches) <sup>A</sup>	Minimum Waterway Wall (W.W.) (inches)	Minimum Wall Thickness (W.T.) (inches)
12L	13.20	0.600	0.740	0.080	0.070
15L	16.47	0.736	0.920	0.090	0.080
18L	19.85	0.925	1.160	0.100	0.090
21L	23.24	1.122	1.400	0.120	0.110
24L	26.85	1.327	1.660	0.140	0.120
27L	30.06	1.528	1.910	0.150	0.130
30L	33.43	1.717	2.150	0.170	0.150
36L	39.82	1.810	2.390	0.190	0.160
40L	44.65	2.323	2.910	0.230	0.200
42L	47.20	2.598	3.250	0.240	0.210

<sup>A</sup> These dimensions shall be determined by taking at least three (3) measurements and averaging the results.

<sup>B</sup> A tolerance of  $\pm 1$  percent will be permitted on the nominal I.D. measurements.

**Table 3**  
**Pipe Liner Dimensions**

Existing Pipe Size (ID) (inches)	Clearance *		ID Minimum (inches)
	Minimum (inches)	Liner Maximum (inches)	
12.000	0.500	2.000	9.000
15.000	0.500	3.000	11.000
18.000	0.500	3.000	13.000
21.000	0.500	3.000	15.000
24.000	0.500	4.000	17.000
27.000	1.000	4.000	20.000
30.000	1.000	4.000	22.000
33.000	1.000	4.000	24.000
36.000	1.000	4.000	26.000
42.000	1.000	6.000	30.000
46.000	2.000	6.000	33.000
48.000	2.000	6.000	35.000
54.000	2.000	8.000	39.000
60.000	2.000	9.000	43.000
72.000	2.000	10.000	52.000

\* Clearance is the difference between the inside diameter (ID) of the existing pipe and the outside diameter (OD) of the liner.

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

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

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

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

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

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

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**SPECIAL TERMS AND CONDITIONS**

**Delivery**

- 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 material 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, per item**, for each assessable calendar day on which the delivery 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.