

**BID FORM**

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

REQUEST NO.	2-150213LT
DATE	February 2, 2015

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

**2:00 PM, Local Time, February 13, 2015**

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 considered

See Attached

<b>BUYER:</b>	Lori Tackett, GS Specialist	<b>BUYER TELEPHONE:</b>	573-522-9481
<b>BUYER EMAIL:</b>	<a href="mailto:Lori.Tackett@modot.mo.gov">Lori.Tackett@modot.mo.gov</a>		

**SUPPLIES OR SERVICES**

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **POLYETHYLENE TRASH BAGS** for a contract period of date of award through December 31, 2015.

**\*\*\*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>Email Address:</b> _____	<b>By (Signature):</b> _____
	<b>Type/Print Name</b> _____
	<b>Title:</b> _____

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

## 1. Introduction

This solicitation seeks bids from qualified organizations to provide Polyethylene Trash Bags with an effective contract period of date of award through December 31, 2015, with three (3) one-year renewal option periods to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).

- a. Renewal Period - 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. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall remain the same. The contractor shall understand and agree MoDOT does not automatically grant a price increase at the time of renewing the contract. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- b. Escalation Clause - 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. No price increase shall be granted during the first 3 months of the contract period.

## 2. Quantities

- 2.1 MoDOT does not have estimated quantities.
- 2.2 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor. Bidders should submit pricing for an as needed, if needed basis.
- 2.3 Purchase orders will be issued on an as needed basis.

## 3. Specifications

Refer to the attached "POLYETHYLENE BAGS MGS 90-06R" specifications for information regarding the trash bags. See Attachment A for a representation sample of the logo for the Type II bags. The "camera ready" logo will be provided to the Contractor upon award of the contract.

## 4. Delivery

- 4.1 The contractor shall deliver Polyethylene Trash Bags, as specified herein, to all MoDOT districts located throughout the state as identified by each order. See attached MoDOT District Map.
- 4.2 Deliveries must be within 45 days after receipt of purchase order.
- 4.3 In the event the vendor does not expect to meet the contract delivery date and time requirements, the ordering district should be notified of the delay.

## 5. Invoicing and Payment Requirements

- 5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 5.2 The contractor 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.
- 5.3 Other than the payment specified above, no other payment or reimbursements shall be made to the contractor for any reason whatsoever.

## 6. Packaging and Palletizing

The bags are to be packaged in rolls with the minimum number of bags per roll as noted on the Pricing Page. **Bids for trash bags packaged in boxes, instead of rolls, will not be considered.** The bag containers on each pallet, at a

minimum, shall be covered with shrink wrap and/or banding drawn tautly around the pallet. The trash bag containers shall be stacked on the pallet so that cutting away the shrink wrap and/or banding ***does not result in the bag containers falling off the pallet***. The trash bag containers shall be delivered on pallets that can be lifted and moved with fork trucks. The ***minimum dimension for the pallets*** should be no smaller than 27” wide (standard size for hand pallet jack).

**7. Samples**

7.1. MoDOT reserves the right to request a sample of the product from the bidders if deemed necessary before award of bid. Bidder will have five (5) working days, from date of request, to provide samples. Samples shall be furnished to MoDOT at no charge, will not be returned and will become the property of MoDOT. Failure to submit the sample, as requested, may be cause for bidder disqualification.

**8. Compliance with Bid Requirements**

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the Bidder’s expense. In the event the contractor does not package the trash/liner bags in accordance with the requirements specified herein, MoDOT shall have the right to return the entire shipment to the contractor for repackaging. However, if delivery is critical as determined by MoDOT and MoDOT elects to accept the shipment, the contractor shall be assessed liquidated damages in the amount as noted below:

**Deduction Rate Table**

Minor	1%
Slight	5%
Moderate	15%
Severe	30%

**Parameters out of Specification**

1 or 2
3 or 4
5 or 6
7 or more

In the event the quality of the printing in the trash/liner bags or the construction of the trash/liner bags either fails to comply with the printing or construction requirements specified herein, MoDOT shall have the right to reject all or part of the trash/liner bags. If requested by MoDOT, the contractor shall reprint the trash/liner bags at **no additional cost** to MoDOT. However, if delivery of the trash/liner bags is critical, as determined by MoDOT, and MoDOT elects to accept the printed trash/liner bags, the contractor shall be assessed liquidated damages as noted above.

MoDOT shall have the final decision concerning (1) the acceptability of the printing and construction, (2) the rejection of the printing and re-printing of the trash/liner bags versus the assessment of liquidated damages, and (3) the amount of the liquidated damages.

The contractor shall further understand and agree 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. The contractor shall understand and agree that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of MoDOT to pursue other appropriate remedies.

The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

**9. Bid Submission**

9.1 All bids must be received in a sealed package clearly marked **“Polyethylene Trash Bags”**

9.2 All bids must be received at the following address no later than February 13, 2015 at 2:00 p.m., Local Time.



11. **PRICING PAGE**

11.1 The bidder shall provide a firm, fixed price in the table below for the original contract 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. Sign where indicated below and return with all required solicitation documents. **NOTE: Bids for trash bags packaged in boxes, instead of rolls, will not be considered.**

Item #	Description	Manuf. # or Brand	Unit of Issue	Unit Price/Bag
001	<p><b>Polyethylene Trash Bags, Type II,</b> to meet the attached specifications.  <b>Color: Non-Heavy Metal Yellow Concentrate – WITH LOGO PRINTING.</b> Registered or random printing may be used.</p> <p><u>Packaging:</u> Bag roll weight should not exceed 50 lbs. per roll.  <b>Minimum</b> number of bags per roll will be 100 bags. State the number of bags per roll being proposed:            _____.</p> <p><b>NOTE: Bids for trash bags packaged in boxes, instead of rolls, will not be considered.</b></p>		PER BAG	\$ _____
002	<p><b>Polyethylene Trash Bags, Type II,</b> to meet the attached specifications.  <b>Color: Non-Heavy Metal Yellow Concentrate – WITHOUT LOGO PRINTING.</b> Registered or random printing may be used.</p> <p><u>Packaging:</u> Bag roll weight should not exceed 50 lbs. per roll.  <b>Minimum</b> number of bags per roll will be 100 bags. State the number of bags per roll being proposed:            _____.</p> <p><b>NOTE: Bids for trash bags packaged in boxes, instead of rolls, will not be considered.</b></p>		PER BAG	\$ _____

Item #	Description	Manuf. # or Brand	Unit of Issue	Unit Price/Bag
003	<p><b>Polyethylene Trash Bags, Type II</b>, to meet the attached specifications.  <b>Color: Non-Heavy Metal Blue Concentrate.</b> <i>Does not have any logo printing on the bag.</i></p> <p><u>Packaging:</u> Bag roll weight should not exceed 50 lbs. per roll.  <b>Minimum</b> number of bags per roll will be 100 bags. State the number of bags per roll being proposed:  _____.</p> <p><b>NOTE: Bids for trash bags packaged in boxes, instead of rolls, will not be considered.</b></p>		<i>PER BAG</i>	\$ _____
004	<p><b>Drum Liner Bags, Type III, for 55-gallon drums</b>, to meet the attached specifications.</p> <p><u>Packaging:</u> Bag roll weight should not exceed 50 lbs. per roll.  <b>Minimum</b> number of bags per roll will be 100 bags. State the number of bags per roll being proposed:  _____.</p> <p><b>NOTE: Bids for trash bags packaged in boxes, instead of rolls, will not be considered.</b></p>		<i>PER BAG</i>	\$ _____
005	<p><b>Drum Liner Bags, Type III, for 20-gallon drums</b>, to meet the attached specifications.</p> <p><u>Packaging:</u> Bag roll weight should not exceed 50 lbs. per roll.  <b>Minimum</b> number of bags per roll will be 100 bags. State the number of bags per roll being proposed:  _____.</p> <p><b>NOTE: Bids for trash bags packaged in boxes, instead of rolls, will not be considered.</b></p>		<i>PER BAG</i>	\$ _____

11.2 **RENEWAL INFORMATION:** In the event MoDOT exercises its options to renew the contract for three (3) additional one-year periods, or any portion therein, pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase and the maximum percentage of decrease for each renewal period. The Bidder is cautioned the percentages shall be computed against the CURRENT contract prices in effect during renewal periods. Furthermore, the Bidder is advised MoDOT does not automatically grant increases at the time of renewing the contract and if an increase is requested, documentation of need must be provided at the time of renewal. *If a renewal percentage is not provided, the prices during renewal periods shall be the same as the current contract period.*

1<sup>st</sup> Renewal Period: \_\_\_\_\_% of maximum increase \_\_\_\_\_% of maximum decrease

2<sup>nd</sup> Renewal Period: \_\_\_\_\_% of maximum increase \_\_\_\_\_% of maximum decrease

3<sup>rd</sup> Renewal Period: \_\_\_\_\_% of maximum increase \_\_\_\_\_% of maximum decrease

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Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

## Attachment A

### Representative Sample of Logo for Type II Yellow Bags

The below logo is a representative sample only. Please refer to “Polyethylene Bags-MGS 90-06R” specifications and the **SPECIFICATIONS & LOGO** section referred to herein, for details on this logo for the Type II bags.



# 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:		
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><u>M/WBE</u></b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> 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 <b><u>M/WBE Information</u></b>		

## 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><u>not</u></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:	
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 Trash Bags** 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 Trash Bags** 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.)



## POLYETHYLENE BAGS MGS 90-06R

**1.0 Description.** These specifications cover the requirements for polyethylene bags for various uses.

**2.0 Materials.** Polyethylene bags shall meet the following requirements for the type specified in the bid request.

### **2.1 General.**

**2.1.1** Polyethylene bags manufactured using 100 percent "Super Hexene" linear low density polyethylene resin will be permitted as a substitute for the specified mil thickness. The thickness of bags manufactured using "Super Hexene" may be 1.0 mil less than that specified for the average and minimum thickness.

**2.1.2** Other linear low density polyethylenes or other "equivalent strength" bags will not be accepted with less thickness than specified, as a substitute for the specified mil thickness.

**2.1.3** When measured in accordance with ASTM D 4397, or latest revision, the average thickness and the minimum thickness at any point shall not be less than that specified.

**2.1.4** All bags shall have a flat bottom seal.

**2.1.5** The manufacturer shall provide a certification with the bid quotation stating that the polyethylene resin is first run (virgin) material or contains recycle. If recycled, the percentage of recycle material is to be stated. The certification shall also include the type of linear low density polyethylene resin, if any, used in the manufacture of the bags.

**2.2 Type I Bags.** Type I polyethylene bags are for various uses.

**2.2.1** The bags shall be clear in color.

**2.2.2** The average thickness shall be 4 mils with no point less than 3.2 mils.

**2.2.3** Bags for use as liners for soil, cement, and other materials shall have a finish size of 6 inches width x 20 inches height ( $\pm 1/4$  inch in either direction).

**2.2.4** Bags for use in covering concrete cylinders and other uses shall have a finish size of 12 inches width x 21 inches length ( $\pm 1$  inch in either direction).

**2.2.5** Bags for use as liners for aggregates and other materials shall have a finish size of 14 inches width x 29 inches length ( $\pm 1$  inch in either direction).

**2.2.6** Bags with other specified length and width dimensions shall have a tolerance of  $\pm 1$  inch in either direction.

**2.3 Type II Bags.** Type II polyethylene bags are for trash bags and other uses.

**2.3.1** Paper covered wire ties shall be furnished with these bags.



**2.3.2** The color of the bags shall be as specified in the bid request.

**2.3.3** The finish size shall be 28 inches width by 35 inches length ( $\pm 2$  inches in either direction).

**2.3.4** Unless otherwise specified, the average thickness shall be 3 mils with no point less than 2.4 mils.

**2.3.5** When biodegradable polyethylene trash bags are specified in the bid request, the bags shall meet the material and thickness requirements of Section 2.4.2 and 2.4.5 of this specification.

**2.3.6** The logo to be provided to the vendor by MoDOT, in the form of camera ready art, shall be imprinted in black ink across one side of each bag, centered in width with a tolerance of  $\pm 2$  inches. If a random printing method is used, each bag shall contain at least one complete image of the provided logo. For estimation purposes the approximate size of the logo shall be 11 by 12 inches in width and height. MoDOT will provide the exact dimensions of the logo to the vendor upon award of the contract. The total width and height of the logo shall be within  $\pm 1$  inch of the dimensions specified by MoDOT.

**2.3.7** The plastic film of the bag is to be treated for ink retention with the ink to be formulated for use on the plastic bag. The logo ink shall be permanent black ink that will not transfer, run, peel, or fade during storage or use of the printed bag.

**2.3.8** The bags shall be furnished in perforated rolls.

**2.4 Type III Bags.** Type III bags are for drum liners and other uses.

**2.4.1** The color shall be natural.

**2.4.2** The average thickness shall be 3.75 mils with no point less than 3.0 mils.

**2.4.3** The finish size of the bags for 55 gallon drums shall be 38 inches width by 65 inches length ( $\pm 2$  inches in either direction).

**2.4.4** The finish size of the bags for 20 gallon drums shall be 28 inches width by 38 inches length ( $\pm 2$  inches in either direction).

**2.4.5** When biodegradable polyethylene drum liner bags are specified in the bid request, the bags shall be made of biodegradable polyethylene film from polyethylene resins and the proper cornstarch additives to achieve a film containing 6 percent cornstarch. The manufacturer shall furnish a certification with the bid quotation that the bags are biodegradable and contain 6 percent cornstarch.

**2.4.6** The bags shall be packaged in rolls.

**3.0 Packaging.** As stated for type.

**3.1** Packages or rolls of bags shall not exceed 50 pounds in net weight. Packages or rolls shall be clearly labeled with the number of bags and approximate package weight.

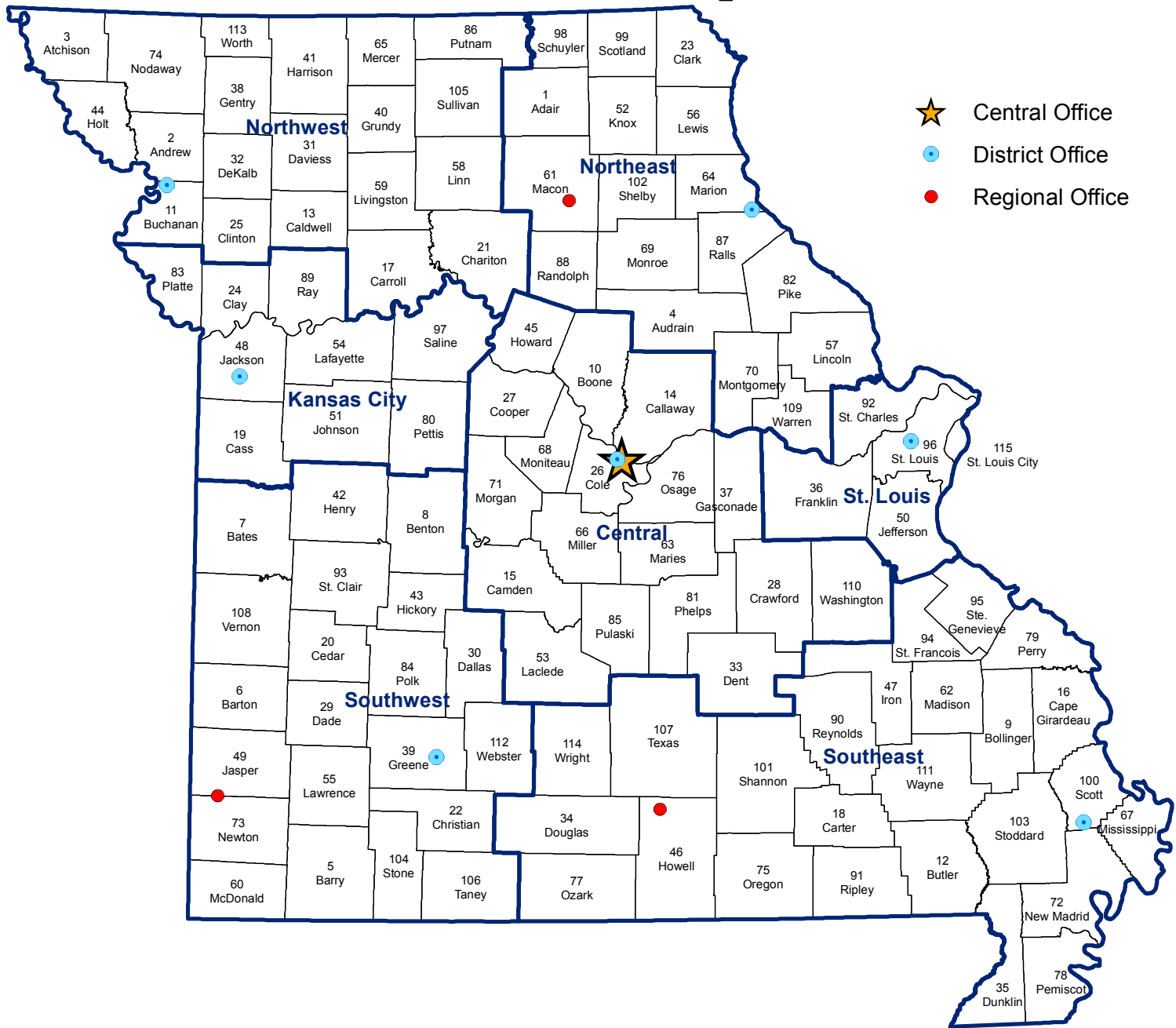


**4.0 Acceptance.** Acceptance of polyethylene sample bag liners purchased under these specifications will be based on visual examination and any tests deemed necessary by the department.

**5.0 Ordering.** Polyethylene bags are to be ordered by type, size, and color (if desired).



# Missouri Department of Transportation District Map



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	Daviess	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	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Stoddard	100	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			



**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.

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**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.

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**SPECIAL TERMS AND CONDITIONS**

**Delivery – Additional Information**

- 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**.