

BID FORM MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
P.O. Box 270, Jefferson City, MO 65102 (Mailing Address)
830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

REQUEST NO.	5-160616LT
DATE	June 9, 2016

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

2:00 PM, Central Time, June 16, 2016

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. Destination(s)

Central Office – Chemical Laboratory
Jefferson City, MO

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Lori Tackett, General Services Specialist	BUYER TELEPHONE:	(573) 522-9481
BUYER EMAIL:	Lori.Tackett@modot.mo.gov		

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders to provide a **“Dynamic Shear Rheometer System.”**

*****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 order.

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

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Dynamic Shear Rheometer System** located in Jefferson City, Missouri to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). All questions regarding the RFB shall be submitted to the RFB Coordinator listed below.

Bids must be returned to the office of the General Services Division no later than June 16, 2016, at 2:00 PM, Central Time.

RFB Coordinator:

**Lori Tackett, General Services Specialist
Missouri Department of Transportation
General Services Division**

PHONE: 573-522-9481

EMAIL ADDRESS: Lori.Tackett@modot.mo.gov

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide a Dynamic Shear Rheometer System (hereinafter referred to as “DSR”) to the Missouri Highways and Transportation Commission (MHTC) and the Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The Bidder shall provide all deliverables and services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit/equipment will be ordered.
- 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 Bidder shall furnish all material, labor, equipment, supplies necessary to provide the deliverables and services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

2.2 Specific Requirements:

- 2.2.1 All materials, equipment, and services shall comply with the attached specifications, and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

- 2.3.1 The Bidder shall deliver the DSR to the following MoDOT location(s):

Missouri Department of Transportation
Construction and Materials – Chemical Laboratory
1617 Missouri Boulevard
Jefferson City, Missouri 65109

- 2.3.2 The Bidder must deliver the DSR within thirty (30) calendar days after receipt of order (ARO).

2.4 Installation Requirements:

- 2.4.1 A qualified vendor representative shall install the DSR at the time of the on-site training.
- 2.4.2 Installation of the DSR is to include a full AASHTO compliant calibration at 21 temperatures and torque calibration verification using Cannon N2700000SP standard.
- 2.4.3 The cost for set-up and delivery charges must be included in the stated price(s) in Section 4, Pricing Page.

2.5 Training Requirements:

- 2.5.1 The Bidder shall provide up to one (1) day of on-site training by a qualified vendor representative with the specified MoDOT staff within a week of the delivery of the DSR. The location of the training will be at the MoDOT Chemical Laboratory in Jefferson City, Missouri.
- 2.5.2 The cost of the training must be included in the stated price(s) in Section 4, Pricing Page.

2.6 Warranty Requirements:

- 2.6.1 The Bidder must provide with the DSR at a minimum two (2) year service warranty from date of installation and shall include semi-annual calibrations with a certificate of calibration that meets AASHTO T315 requirements, current application software upgrades, all parts, labor and travel during this period, except for consumable items.
- 2.6.2 The cost of the warranty must be included in the stated price(s) in Section 4, Pricing Page.
- 2.6.3 The DSR software and hardware must be warranted and serviced by the Bidder.

2.7 Invoicing and Payment Requirements:

- 2.7.1 The Bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.7.2 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.
- 2.7.3 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.7.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever. Shipping/freight shall be included in the stated prices.
- 2.7.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.7.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.8 Other Award Requirements:

- 2.8.1 Contract Period - The contract period shall commence from notice of award until July 31, 2018. This is a one-time purchase.
- 2.8.2 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
 - a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
 - b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

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

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “**5-160616LT Dynamic Shear Rheometer System**”
- 3.1.2 All bids must be received at the following address no later than 2:00 p.m., Central Time, June 16, 2016.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Lori Tackett

P.O. Box 270
Jefferson City, MO 65102

830 MoDOT Drive
Jefferson City, MO 65109

- 3.1.3 The Bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsive bid meeting specifications.
- 3.1.5 Contract Award – Award of this bid will be made for Option 1 or Option 2, **but not both options**, and to the lowest, responsive bid meeting specifications based on the Extended Price.
- 3.1.6 Open Competition / Request For Bid Document:
- a. It shall be the Bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from Bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the Bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the Bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all Bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, Bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

4. PRICING PAGE

4.1 Pricing

- 4.1.1 The Bidder shall provide a firm, fixed price below for providing a Dynamic Shear Rheometer system in accordance with the provisions and requirements of this RFB. All costs associated with providing this DSR shall be included in the price stated below. Sign where indicated below and return with all required solicitation documents.

Option 1 – Dynamic Shear Rheometer System Only

Item #	Description	Make/Model	Quantity	Unit	Firm, Fixed Price, Per Unit	Extended Price
1	Dynamic Shear Rheometer, per the attached specifications in this bid		1.00	Each		

In addition to **Option 1**, the Bidder must provide specifications for computer requirements needed to run the DSR with a MoDOT supplied computer, in the space provided below or attach a separate sheet of paper to this bid.

Option 2 – Dynamic Shear Rheometer System - with Bidder Supplied Computer

Item #	Description	Make/Model	Quantity	Unit	Firm, Fixed Price, Per Unit	Extended Price
1	Dynamic Shear Rheometer, per the attached specifications in this bid		1.00	Each		

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

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:

- 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
- 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

MoDOT SPECIFICATION

Dynamic Shear Rheometer (DSR) System

1. The DSR shall meet all the requirements of the current version of AASHTO T315 “Standard Test Method for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)”, ASTM D7175-08 “Test Method for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)”, AASHTO T350 “Test Method for Multiple Stress Creep and Recovery (MSCR) of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)”, and ASTM D7405-10a “Standard Test Method for Multiple Stress Creep and Recovery (MSCR) of Asphalt Binder Using a Dynamic Shear Rheometer”.
2. The DSR shall be supplied to MoDOT with all air filters, flow indicators, communication cables, hoses, and connectors necessary for operation.
3. The Bidder must provide onsite AASHTO/AMRL/ASTM compliant calibration services for the DSR. The Bidder shall provide a sample of the compliant calibration documentation with their bid response.
4. The DSR upper and lower test plates shall be serialized or permanently etched of traceable numbers on each test plate. Each set of plates shall be delivered with documentation of precise plate diameters as required by AASHTO T315 and ASTM D7175 reporting requirements for test plate diameter. Two sets of 8mm and 25mm upper and lower test plates shall be provided.
5. The DSR shall be provided with a PT100 PRT temperature calibration device (wafer) which integrates directly with the DSR to perform automatic temperature calibrations via the DSR software. The temperature calibration device shall be delivered with a traceable certificate of calibration which meets the full reporting requirements of AASHTO T315 showing calibration in 6°C increments from 4°C to 88°C. The temperature calibration device shall not require use of a multimeter and must be capable of being sent to a certified calibration laboratory, or Rheometer manufacture, for traceable calibration. Temperature calibration must be conducted with no user interaction covering at least 21 temperatures. One temperature calibration wafer and digital thermometer shall be provided. Vender shall include with their bid an exact certification of calibration supplied with the temperature wafer proposed in their offer.
6. The DSR shall have a commercially available Peltier controlled concentric cylinder (cup and bob) chamber with temperature gradient within the sample not more than $\pm 0.1^{\circ}\text{C}$ and include a traceable PT100 PRT temperature calibration device (wafer) which integrates directly with the DSR to perform automatic temperature calibrations via the DSR software. The Bidder shall provide in the bid response a brochure and specification sheet showing a photo of the concentric cylinder chamber, the temperature calibration sensor for use in the cup and bob configuration, technical specifications and available measuring system geometries. The Bidder shall provide in their bid response engineering data verifying that the sample temperature, as measured at two locations axially within the measuring gap and two locations radially within the measuring gap, is within the allowable $\pm 0.1^{\circ}\text{C}$ tolerance throughout the gap.
7. The DSR zero gap and measuring gap setting shall be completely automatic and accomplished via the DSR software. The DSR shall come equipped with automatic gap control, which corrects the measuring gap based on temperature changes. The DSR shall be delivered with these capabilities.
8. The DSR shall affect temperature control using a lower Peltier controlled plate and upper Peltier controlled enclosure for testing over the temperature range of -30°C to $+120^{\circ}\text{C}$. Systems providing temperature control of the upper plate via electrical resistance heating, fluid circulator cooling, vortex chiller cooling, or use of liquid nitrogen cooling will not be considered. One Peltier upper hood enclosure and one Peltier controlled lower plate shall be provided.

9. The DSR shall utilize a quick connect coupling system which provides one-handed quick connect coupling of the upper test plate to the instrument. The quick connect coupling system shall be of design such that re-zeroing of the gap is not necessary after the upper test plate is removed for cleaning. Systems utilizing a screw-on mechanism or draw rod for affixing the upper test plates will not be considered. The DSR shall be delivered with these capabilities and demonstrated during installation of the instrument.

ADDITIONAL REQUIREMENTS:

1. The Bidder shall have available a loaner DSR for use during down time to exceed five working days. The loaner DSR shall be provided at no charge, except shipping, during the two (2) year warranty period and for a nominal weekly rental rate, plus shipping outside the warranty period.
2. Support service contracts must be available in various different configurations after the initial warranty period expires.
3. Support service contract must include semi-annual calibrations with a certificate of calibration that meets AASHTO T315 requirements, and current application software upgrades.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
 COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally
Affiant name
 known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who
 being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
 directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

 Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

 Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
 COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
- ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

 Affiant Signature

 Affiant's Social Security Number or
 applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

 Notary Public

My commission expires:

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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, 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 Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

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

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo, each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Delivery – Additional Requirements

- 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**.