

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

REQUEST NO.	5-170314LT
DATE	March 7, 2017

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

**2:00 p.m., Central Time, March 14, 2017**

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

Various MoDOT Locations

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Lori Tackett  
**BUYER EMAIL:** [Lori.Tackett@modot.mo.gov](mailto:Lori.Tackett@modot.mo.gov)

**BUYER TELEPHONE:** 573-522-9481

**SUPPLIES OR SERVICES**

**TEMPORARY PORTABLE RUMBLE STRIPS**

To establish a contract to furnish “**Temporary Portable Rumble Strips**” with an effective date Notice of Award through March 31, 2018, in accordance with the following pages.

**\*\*\* 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 RFP 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 AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified Bidders to provide **Temporary Portable Rumble Strips** throughout the State of Missouri, with an effective contract period of Notice of Award through March 31, 2018, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope no later than 2:00 PM, Central Time, March 14, 2017.

#### **RFB Coordinator:**

**Lori Tackett**  
**Intermediate General Services Specialist**

**PHONE: 573-522-9481**

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The Bidder shall provide **Temporary Portable Rumble Strips**, on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the “MoDOT”, in accordance with the provisions and requirements stated herein.
- 2.1.2 The Bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 No estimated quantities are given as part of this bid. MoDOT does not guarantee any specific quantities that may be required to be provided by the Bidder. Purchases will be made on an as needed basis.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 The Bidder shall insure that all materials, equipment, and/or services specified herein complies with MoDOT Specification #MGS-14-02A – **Attachment A**, and any other provisions outlined in this document.
- 2.1.6 Unless otherwise specified herein, the Bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

### 2.2 Delivery Requirements:

- 2.2.1 The Bidder shall deliver the Temporary Portable Rumble Strips as specified herein to various locations throughout the district. See **Attachment B - District Map**.
- 2.2.2 The Bidder shall deliver the Temporary Portable Rumble Strips within sixty (60) calendar days after receipt of order (ARO).
- 2.2.3 The Bidder shall insure the Temporary Portable Rumble Strips are delivered complete and ready for use.
- 2.2.4 The Bidder shall inform the ordering district(s) of any delays of the order that is not expected to meet the contract delivery requirements.
- 2.2.5 The Bidder shall deliver during normal working hours (7:30 a.m. - 4:00 p.m. Monday through Friday). The Bidder shall provide MoDOT with at least twenty-four (24) hours advance notice prior to arrival at the delivery point.

### 2.3 Liquidated Damage Requirements:

- 2.3.1 The Bidder shall agree and understand that providing the **Temporary Portable Rumble Strips** in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the Bidder fails to comply with the contractual requirements, the Bidder shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
  - a. In the event the Bidder fails to provide in accordance with the contractual requirements specified herein, the Bidder shall be assessed liquidated damages in the amount of \$25.00 per day, per complete order for each such delinquent day, not to exceed 20% of total order amount.
  - b. The Bidder shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the Bidder or paid by the Bidder as a direct payment to MoDOT, at the sole discretion of MoDOT.

- c. The Bidder shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The Bidder shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The Bidder shall understand and agree that each District's decision shall be individual, final, and without recourse.
- e. The Bidder shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the Bidder shall be paid by the Bidder.

## **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The Bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 The Bidder's 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 by the Bidder must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 2.4.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.4.7 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Bidder's expense.
- 2.4.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Contractual Requirements:**

- 2.5.1 Contract Period - The Bidder shall commence from the Notice of Award until March 31, 2018 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
  - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.

- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.5.3 Escalation Clause - In the event the Bidder requests a price increase during the contract period (original contract period or contract renewal period), the Bidder 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 Bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first three (3) months of the original contract period, or if applicable, first three (3) months of a contract period for a renewal.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.5.4 Inspection Specifications - 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.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “**RFB 5-170314LT Temporary Portable Rumble Strips**”.

3.1.2 All bids must be received at the following address no later than March 14, 2017 at 2:00 p.m., Central Time.

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

P.O. Box 270, Jefferson City, MO 65102 *Mailing Address*

830 MoDOT Drive, Jefferson City, MO 65109 *Physical Address*

3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with the MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the 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 time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Contract Award – The contract will be awarded to the lowest responsive bidder on an “Item by Item” basis determined as specified above.

3.1.7 The MHTC reserves the right to reject any or all bids and no award is final until formally approved by the MHTC.

a. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

#### 4. PRICING PAGE

##### 4.1 PRICING:

The Bidder shall provide firm, fixed prices in the table below for the original contract period providing the deliverables in accordance with the provisions and requirements of this RFB. All costs (including freight) associated with providing the required deliverables shall be included in the prices stated below.

Item #	Description	Minimum Number of Quantities	Original Contract Period, Firm, Fixed Price
001	Roadquake 2 (RQ2) Temporary Portable Rumble Strip Color – <b>Black</b>		\$ _____ per each
002	Roadquake 2 Folding (RQ2F) Temporary Rumble Strip Color – <b>Black</b>		\$ _____ per each
003	Roadquake 2 (RQ2) Temporary Portable Rumble Strip Color – <b>White</b>		\$ _____ per each
004	Roadquake 2 Folding (RQ2F) Temporary Rumble Strip Color – <b>White</b>		\$ _____ per each
005	Roadquake 2 (RQ2) Temporary Portable Rumble Strip Color – <b>Orange</b>		\$ _____ per each
006	Roadquake 2 Folding (RQ2F) Temporary Rumble Strip Color – <b>Orange</b>		\$ _____ per each

4.1.1 **Renewal Periods:** The Bidder shall provide below the maximum percentage of increase or decrease for the renewal periods of Items 001 through 006. The percentage shall be computed against the **current contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as 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.

4.1.2 **Additional Equipment Pricing:** The Bidder should provide firm, fixed prices for additional equipment that could be added to the items listed in the table above. Bidder can attach additional equipment pricing to their bid response.

Description	Quantity	Unit of Measure	Unit Price
Roadquake Crib with two (2) T-handles, straps & hardware.			\$ _____

\_\_\_\_\_  
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**

<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 - State in which incorporated:</b>	<b>For Others - State of domicile:</b>									
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:  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></td> <td style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

## Preference Certification

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

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></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><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**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 **Temporary Portable Rumble Strips** listed in the attached “**Request for Bid 5-170314LT**” 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 **Temporary Portable Rumble Strips** 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.)



## SHORT-TERM RUMBLE STRIPS MGS-14-02A

**1.0 DESCRIPTION.** This specification covers Short-term Rumble Strips.

### **2.0 MATERIAL.**

**2.1** The short-term rumble strips shall be fabricated from a polymer material and shall be black, orange or white in color.

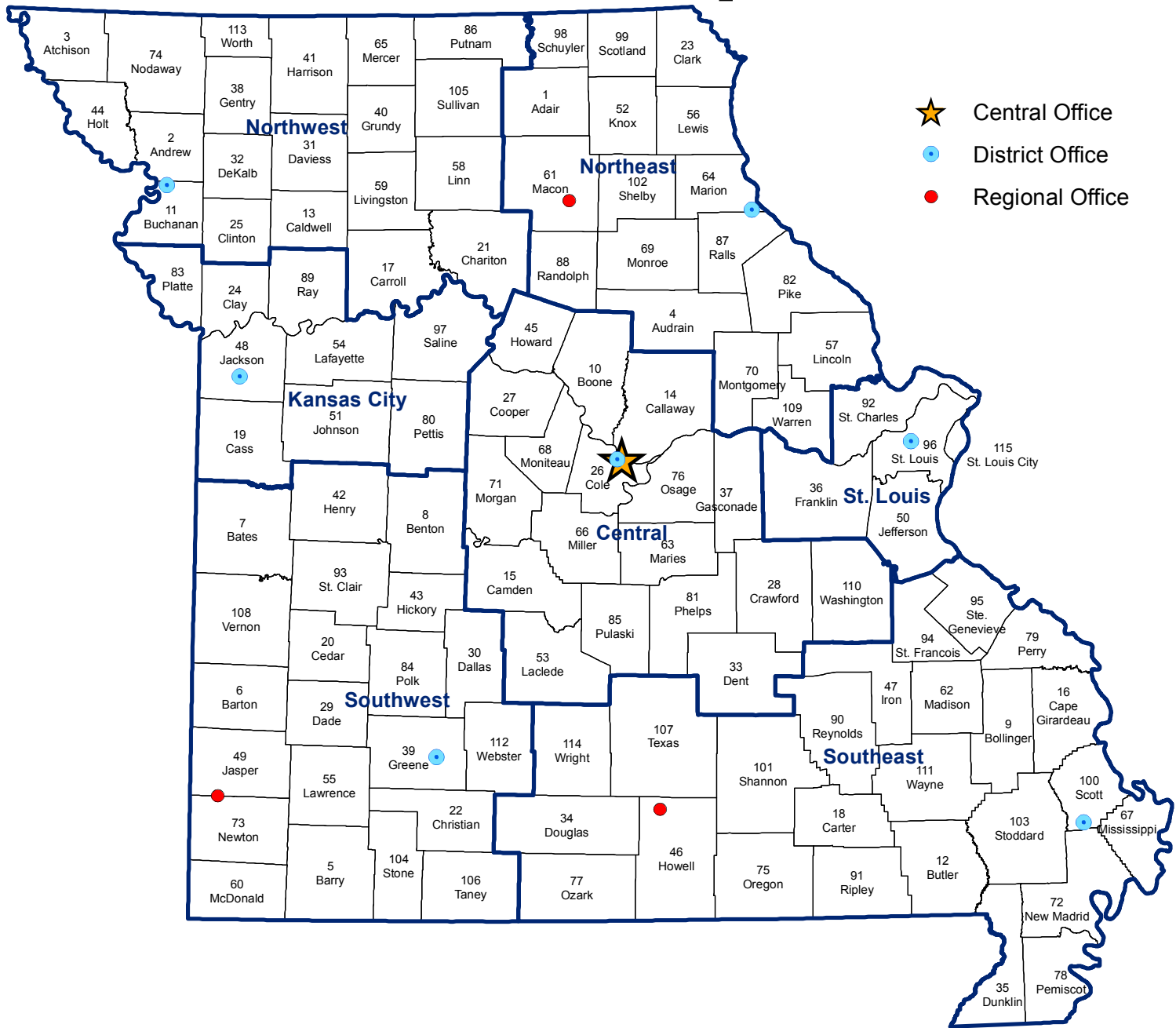
**2.2** The short-term rumble strips shall be 10-12 feet in length, but may consist of multiple smaller interconnecting pieces to produce the required length of 10-12 feet in length.

**2.3** The short-term rumble strips shall be flexible, so the strip can be rolled lengthwise in a circular pattern. The short term-rumble strips shall not curl or deform across the width of the strip, maintaining its rigidity.

**3.0 CERTIFICATION.** The manufacturer shall provide certification that the short-term rumble strips have passed the Texas Department of Transportation's evaluation process and are thereby listed on the Texas Department of Transportation's Compliant Work Zone Traffic Control Devices List.

**4.0 ACCEPTANCE.** Acceptance of short-term rumble strips will be by certification and testing for compliance with this specification.

# 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	Pettis	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW				Scott	100	SE			



6/27/2011

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

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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.

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

- 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.

**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.