

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES- PROCUREMENT
St. Louis District, 2309 BARRETT STATION RD,
BALLWIN, MO 63021

REQUEST NO.	SL16-017-R7
DATE	September 8, 2015
PAGE NO.	1
NO. OF PAGES	20

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

10:00 a.m., Local Time, September 23, 2015

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

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

BUYER: Stephanie Austin Rashid, CPPB
BUYER EMAIL:
 Stephanie.AustinRashid@modot.mo.gov

BUYER TELEPHONE: 314-301-1439
BUYER FAX:
 573-526-0016

SUPPLIES OR SERVICES

Trailer Type Auger Asphalt Premix Heaters

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.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

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(SEE ATTACHED FOR TERMS, 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

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

**Is your firm MBE
 certified?** ☐ Yes ☐ No
 Form E-103 (Rev. 11-04)

Title: _____
**Is your firm WBE
 certified?** ☐ Yes ☐ No

1.0 INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide prices for trailer model premix heaters and list prices for available options for the St. Louis District of the Missouri Department of Transportation. MoDOT will purchase three units and will select options based on need, best value, and pricing.
- 1.1.2 Each bid must be mailed or hand delivered in a sealed envelope to Ms. Stephanie Austin Rashid, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Stephanie Austin Rashid. Bids must be returned to the office of Ms. Austin Rashid no later **than 10:00 a.m., Local Time, September 23, 2015.**

RFB Coordinator:

**Ms. Stephanie Austin Rashid, CPPB
General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431
FAX: 573-522-0016
EMAIL: Stephanie.AustinRashid@modot.mo.gov**

1.2 General Information:

This document constitutes an invitation for competitive, sealed bids for the procurement of trailer style auger premix heater units for the St. Louis District of the Missouri Department of Transportation. Various options will be listed on the pricing page for MoDOT to consider.

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

- 1) Introduction and General Information
- 2) Specifications/Pricing
- 3) Bid Submission
- 4) Cooperative Purchasing Agreement
- 5) Vendor Information and Preference Certification Form
- 6) Terms and Conditions

2.0 SPECIFICATIONS

SL16-017-R7, Trailer Pre-Mix Heaters

2.1 General Requirements:

2.1.1. The St. Louis District is interested in purchasing an Oil Jacketed Auger delivery Patch Trailers, various options as are listed and should be priced for MoDOT consideration. No guarantees are made as to the purchase of any individual options.

2.1.2 MoDOT reserves the right to determine the significance and/or value of a line item specification in the event a submission does not meet the exact line item description as pertinent to the overall functionality and value as related to final cost.

2.1.3 It shall be the bidder's responsibility to carefully examine each item of the specification, failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO). All variances, exceptions and/or deviations shall be fully described in the appropriate section.

HOPPER:

	YES	NO
Hopper shall have a capacity of 3 cubic yard. (4 ton)	_____	_____
The hopper shall have an overall dimension of 219" long 85" high and 89" wide, or as appropriate for cubic yard capacity.		
Hopper to be oil jacketed design with an 8" internal u shaped flue, Submerged in the bottom of oil jacket.	_____	_____
Flue shall have a 309L stainless steel liner	_____	_____
The oil jacket shall be constructed of 10 gauge steel and have an external fill with a cold seal expansion tank.	_____	_____
The oil jacket shall have 2" of 1½# density high temperature fiberglass insulation covered with a 16 gauge insulation jacket.	_____	_____
Unit will be covered with two (2) 16 gauge steel insulated hoods, insulated with poly urethane closed cell spray foam insulation. Opening to form a funnel. Door to be sloped to shed water and shall be formed and welded 2 piece construction. Channel frames are unacceptable.	_____	_____
Doors shall be equipped with 2 1½" hydraulic cylinders and be operated with a hydraulic valve mounted on the rear of the unit.	_____	_____
Auger discharge will consist of a 74 1/8" long auger with 6" AR400 flighting. The flighting shall be 3/8" thick. The auger will have (2) sections and (2) internal shafts. The auger shall sit in a AR400 auger trough in the bottom of the unit. Material will be dispensed on to a shoveling platform that will fold up to discharge material on to road way for large patches. Shovel platform shall be 10" off the ground.	_____	_____
Hopper will be in the Vee shape and have 32° walls to a straight vertical wall and have tapered tops to prevent asphalt build up.	_____	_____

Hopper shall have an internal oil filled baffle to prevent bridging of material.

Oil jacket shall completely surround the sides not heads

COMPLY
YES NO

ENGINE:
The unit shall be powered by a 3 cylinder, liquid cooled, 26 HP, diesel engine. The engine shall have a rain cover and have a digital engine management system.

Engine management system shall prevent engine failure if the engine has low oil pressure, and over heat protection. Engine management system shall also have a volt meter, hour meter, and glow plugs for cold weather starting.

Engine shall be Tier 4 compliant D1105 26HP.

HYDRAULIC SYSTEM:
The unit shall have a salami VDM8 Mono block hydraulic control valve mounted on the rear center of the unit. The valve shall control the auger in/out, top door open/close, optional tack pump forward/reverse, and optional compactor plate carrier up/down. The valve shall also incorporate a relief valve with a setting of 2500 Psi

The hydraulic pump shall be a Eaton Series 26 .84 CI with a 13.3 gpm output and operate at 1500 PSI (3500 max).

The pump shall supply the top door cylinders, hydraulic motor for the auger, motor for the optional tack pump and cylinder for the optional compactor plate carrier.

The auger motor shall be a 22.6 cu in displacement and have 350 lbs of torque.

TRAILER:
Shall be A-frame style constructed of 2"x 6"x 3/16" high strength rectangular steel tubing reinforced at all stress points.

All trailer wiring and fuel lines to be routed internally in the frame where feasible and to exit the frame rail to the electric components.

The 3.0 cy trailer shall be equipped with 7000# leaf spring tandem axle, unit shall have ST235/80/R16 load range E radial tires, heavy duty replaceable 12 gauge steel fenders, pintle hitch, adjustable from 19" to 34" and adjustable screw jack.

The trailer shall have 2- one piece bolt on heavy duty shackle constructed of 1/4" steel.

COMPLY
YES NO

The 7000# axles shall have an oil bath hub on each hub.

HEATING SYSTEM FOR HOPPER:

Unit shall include a 12 volt diesel burner. Shall include electronic spark ignition and blower and flame out protection. Burner to be fired into an 8" flue with stainless steel liner.

A thirty (30) gallon fuel tank shall be included.

Fuel tank shall be mounted in the front of the trailer on a bolt in cross-member.

Burner exhaust gasses will be recycled and exhausted on the top of the material to prevent bridging and capture the most efficiencies of the burner system. The burner gases will then be exhausted through the top covers of the units.

Units using an external stack will be unacceptable due to the heat loss out of the stack and not being environmentally friendly or efficient.

Burner shall be rated at 105,000 BTU's. Burner system to have a 1/32nd Din electronic thermostat to control material and oil temperature.

Thermostat to have a LED digital read out displaying desired temperature and actual temperature. The read out shall have a red and green LED display.

The battery box shall contain 1 group 24 deep cycle battery and be mounted on the front of the trailer frame.

LIGHTS:

Lights will be seal beam style. Rubber grommet mount. All lighting shall meet state and federal regulations of the FMVSS.

Unit will have 7 rear facing lights.

Stop, tail, turn and clearance lights will be mounted in the fenders.

COMPLY

PAINT:

YES NO

To be primed with primer and painted two tone. Frame, fenders, top doors, fuel tank and discharge door to be painted black, hopper to be painted highway orange, hi vis green, federal yellow, at no additional charge.

WARRANTY:

One (1) year on workmanship and manufactured equipment.

OPTIONAL EQUIPMENT**TACK TANK W/PUMPING SYSTEM:**

YES **NO** **PRICE \$**_____

Unit will be equipped with a heated tack tank with a capacity of 40 gallons.

To have a 6"fill cap. Diesel bottom fired configuration. Will have a 2" molasses gate valve for draining the tank.

Heated tack tank to be insulated with 2" of 1 1/2# hi-temperature fiberglass insulation with 16 gauge outside cover.

The thermostat shall have a digital LED readout that displays both set and actual product temperature and be adjustable from 0-550°F.

TACK TANK PUMPING SYSTEM:

YES **NO** **PRICE \$**_____

The hydraulic pump shall power a hydraulic motor which will operate a Viking HL-32 material pump. Pump shall be capable of forward and reverse positions with hydraulic pressure relief built into valve.

To include 15' of yellow ortec hose and 5' steel spray wand with an on/off valve. A spring rewind hose reel shall be included. A 3-way valve shall be installed to allow for flushing of pump and plumbing.

A WPC (wand pressure control) valve shall allow for recirculation or spraying material.

OVERNIGHT HEATING SYSTEM:

YES **NO** **PRICE \$**_____

Shall have 220 Volt over night heaters. 2-1500 watt 220 VAC heater to heat and maintain material temperatures for storage of **hot mix** materials over night. To be submerged in oil jacket.

Shall have 110 volt overnight heaters. Shall have 2-750 watt heater to maintain and heat **cold patch** materials. To be submerged in oil jacket.

24 HOUR TIMER:

YES **NO** **PRICE \$**_____

Shall include a 7 day programmable Timer for timed operation of burner.

SHOVEL CLEANING COMPARTMENT:

Shall have a Shovel Cleaning Compartment constructed of 12 gauge material with splash guard compartments, drain plug, and rain tight cover. Shall hold (4) four shovels.

YES **NO** **PRICE \$**_____

COMPACTOR PLATE CARRIER:

Compactor Plate Carrier with hydraulic raise and lower for operator convenience and shall have a spring lock and fold up out of the way when not in use.

YES **NO** **PRICE \$**_____

PLATE COMPACTOR:

Plate compactor shall be a Wacker Model WP1550AW Plate Compactor- 3300# with water tank.

YES **NO** **PRICE \$**_____

TOOL BOX:

12"x12"x24" Steel Tool Box.

YES **NO** **PRICE \$**_____

TOOL HOLDERS:

(2) Stainless Steel Tool Holders-spring loaded clamps mounted on each fender for holding rakes, shovels and lutes.

YES **NO** **PRICE \$**_____

STROBE LIGHT:

Optional Flashing amber LED Light; Beacon or Flush mount.

YES **NO** **PRICE \$**_____

LP HAND TORCH:

20# LP Bottle with hand torch and bottle rack.

YES **NO** **PRICE \$**_____

SURGE BRAKES:

Surge type brakes in lieu of Electric Brakes.

YES **NO** **PRICE \$**_____

HOSE REEL:

Hose reel for tack hose and/or hand torch.

YES **NO** **PRICE \$**_____

LIGHTING OPTIONS:

2 Light LED light system. LED lights in lieu of incandescent lights.

YES **NO** **PRICE \$**_____

BATTERY CHARGER:

Shall have a 12 volt marine type charger in a steel enclosure to maintain battery on unit as needed. Charger shall have a weather tight, flush mounted receptacle mounted on the rear of the box.

YES **NO** **PRICE \$**_____

SPARE TIRE:

With holder mounted onto frame of unit

YES **NO** **PRICE \$**_____

Exceptions & Deviations

Bidder shall fully describe every variance exception and/or deviation. Fully explain any items in non-compliance with specification. Additional sheets may be used if required.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Indicate price for base unit below. Indicate manufacturer and model below.

Price for (1) Auger Style Pre-mix Heater \$_____
(4 ton capacity)

Extended Price for (3) Units \$_____

Manufacturer/Model _____

DELIVERY DAYS (After Receipt of Order) _____

3.0 BID SUBMISSION

Bid Submission Information:

- 3.1 All bids must be received in a sealed envelope clearly marked **“SL16-017-R7, Premix Heaters”**.
- 3.2 All bids must be received at the following address no later than **September 23, 2015 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation
Procurement Division
Attn: Stephanie Austin Rashid
2309 Barrett Station Rd.
Ballwin, MO. 63021

- 3.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department 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.
- 3.4 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 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.
- 3.5 Contract Award – The contract will be awarded to responsible Bidders determined as specified above.
 - a. Award of this bid will be made on an “lowest and best ” basis using the “lowest and best responsible” principle of award.
 - b. Notification of award will 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.

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 **Auger Style Pre-Mix Heater** 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 **Auger Style Pre-Mix Heater** 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.)

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:

M/WBE Name

Percentage of Contract

M/WBE Certifying Agency

_____	_____	_____
_____	_____	_____

*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.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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.

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.