BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65109

REQUEST NO.	5-110920BT
DATE	September 2, 2011
PAGE NO. 1	NO. OF PAGES

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

2:00 p.m., Local Time, September 20, 2011

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

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Brenda Tyree
BUYER EMAIL:
Brenda.Tyree@modot.mo.gov

BUYER TELEPHONE: 573- 751-7482

SUPPLIES OR SERVICES

Changeable Message Signs

To establish a contract to furnish **" Changeable Message Signs"** with an effective date of Notice to Proceed and ending September 30, 2012 in accordance with the following pages.

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

(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.

Date: _____
Telephone No.: _____
Fax No.: _____
_____
Email Address: _____

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

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

Form E-103 (Rev. 11-04)

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This Request for Bid seeks bids from qualified organizations to provide Changeable Message Signs, with an effective contract period of Notice to Proceed through September 30, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, MO 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CDT, September 20, 2011.

RFB Coordinator:

Ms. Brenda Tyree, Senior Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-751-7482
FAX: 573-526-1218

1.2 General Information:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Changeable Message Signs as set forth herein.

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

1) Introduction and General Information

2) Scope of Work

3) Bid Submission

4) Pricing Pages

5) MGS Pages

6) Attachments A & B **(Click on separate links to view Attachments)**

7) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

2.1.1 The contractor shall provide Changeable Message Signs 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 contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.

2.1.3 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.

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 contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Specific Requirements:

2.2.1 The contractor shall provide MoDOT with Changeable Message Signs, in accordance with MGS 06-04F, specified herein as Attachment A, and any other provisions outlined in this document.

2.2.2 The contractor shall test the Changeable Message Sign after placement and insure MoDOT is provided with detailed instructions.

2.2.3 The contractor shall provide MoDOT with two (2) Operator's Manuals in hard copy, four (4) Parts Books (2 hardcover books and 2 CD's), and two (2) Technical Service Manuals for each Changeable Message Sign.

2.2.4 The contractor shall provide a contact name, along with the contact name's physical address and an 800 number. The contact person must be accessible for MoDOT representatives to contact twenty-four (24) hours per day, and seven (7) days per week for technical assistance.

2.3 Training Requirements:

2.3.1 The contractor shall provide training for all specialty equipment and equipment specified herein. At a minimum, training shall consist of the following:

a. A qualified service technician shall conduct training at each district where Changeable Message Signs are delivered, or at an off-site location at the contractor's expense.

1) The contractor shall provide training to the MoDOT operators of the equipment. The contractor's training must cover safe operation, warranty coverage, and routine/preventative maintenance.
2) The contractor shall provide training within one (1) month after delivery of a Changeable Message Sign(s), and acceptance of such Changeable Message Sign(s).
3) The contractor shall provide all training materials at no additional cost to MoDOT.
4) The contractor shall contact each applicable district to schedule the training classes.
5) If requested by MoDOT, the contractor shall provide repeat training classes at the location the training initially occurred. Such repeat training classes shall be provided by the contractor at no additional cost to MoDOT.

2.4 Delivery Requirements:

2.4.1 The contractor shall deliver Changeable Message Signs as specified herein to various locations within the district locations specified on Attachment B elsewhere herein. The contractor shall deliver such changeable message signs F.O.B. destination.

2.4.2 The contractor shall insure the Changeable Message Signs are delivered complete and ready for use.

2.4.3 The contractor shall deliver Changeable Message Signs at the specified location within sixty (60) calendar days after receipt of order.

2.4.4 The contractor shall deliver Changeable Message Signs during normal working hours (7:30 a.m. - 4:00 p.m. Monday through Friday). The contractor shall provide MoDOT with at least twenty-four (42) hours advance notice prior to arrival at the delivery point.

2.4.5 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

2.5 Liquidated Damage Requirements:

2.5.1 The contractor shall agree and understand that providing changeable message signs 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 contractor fails to comply with the contractual requirements, the contractor 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 contractor fails to provide changeable message signs in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of $100.00 per day, per complete order for each such delinquent day.

b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.

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

d. The contractor 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 contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.

e. The contractor 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 contractor shall be paid by the contractor.

2.6 Invoicing and Payment Requirements:

2.6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

2.6.2 The contractor's invoices 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 contractor 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.

2.6.3 The contractor 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.

2.6.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.6.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.

2.6.6 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.

2.6.7 The MHTC 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 contractor's expense.

2.6.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.7 Other Contractual Requirements:

2.7.1 Contract Period - The contract shall commence from the date of Notice to Proceed until September 30, 2012 with four (4) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices 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 and reserves the right to offer or to request renewal of the contract at a price 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.

2.7.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 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.

2.7.4 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 "**Changeable Message Signs**".

3.1.2 All bids must be received at the following address no later than September 20, 2011 at 2:00 p.m., CDT.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Brenda Tyree
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his 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 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 The bidder shall submit the following with the bid:

a. A complete list or catalog describing all available training materials related to the items being proposed.
b. A complete options list and/or catalog describing parts with detailed pricing information for each make/model being proposed.
c. Warranty information.
d. Descriptive literature and specifications showing the exact equipment being proposed.

3.1.5 Samples - Prior to the bid opening date, the bidder must submit one (1) sample of the full matrix changeable message sign being bid, and one (1) sample of the character matrix changeable message sign being bid. Each sample shall be identified by bidder to permit easy reference and identification. The bidder's samples must be submitted to MoDOT – St. Louis District, Attn: Building A or B, 2309 Barrett Station Road, Ballwin, MO 63021.

a. For testing purposes, the digital cellular transceivers shall be compatible with the St. Louis District cellular IP provider, which is AT&T.
b. The bidder must provide 48 hours advance notification of the delivery of the samples.
c. The bidder must insure that a manufacturer representative knowledgeable in the operation of the sample accompanies the delivery of the samples.
d. The bidder shall understand and agree that no award of contract shall be made until the changeable message signs have been tested for compliance by MoDOT. ***NOTE***: Normal-testing time is a minimum of thirty (30) calendar days.
e. The bidder shall understand and agree that MoDOT shall not pay any additional charges for the delivery of the bidder's samples or the return of such samples.

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 State of Missouri 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.

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

3.1.8 Cost Determination - The low bid shall be determined by multiplying the bidder's firm, fixed price with the applicable estimated quantity to obtain a total. The totals shall then be added to obtain a grand total.

a. The renewal pricing shall not be included in the calculation when determining the low bid.

3.1.9 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.

3.1.10 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 **Changeable Message Signs** - The bidder shall provide firm, fixed prices in the table below for the original contract period for providing the deliverables / services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

4.2 The bidder should provide pricing for all line items in the table below (including the '0' estimated quantities) in case the current needs/situation changes.

CHANGEABLE MESSAGE SIGNS (CMS)				
Line Item #	**Description**	**Make and Model**	**Estimated Quantity**	**Firm, Fixed Price** *Original Contract Period*
001	**Full Matrix CMS - Digital Cellular Transceiver - Installed**		0	$_____ Per each
002	**Full Matrix CMS - Digital Cellular Transceiver – For Future Install**		8	$_____ Per each
003	**Character Matrix CMS - Digital Cellular Transceiver - Installed**		0	$_____ Per each
004	**Character Matrix CMS - Digital Cellular Transceiver – For Future Install**		1	$_____ Per each
			TOTAL	$_____

Cellular IP Provider	Brand and Model Number of Digital Cellular Transceiver
AT&T	
Alltel	
Verizon	

4.2 The bidder shall indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all Changeable Message Sign options available in the bidder's data book or pricing guides.

Percent discount off MSRP for all Data Book or Pricing Guide Options: _____ ***% discount***

4.3 **Renewal Periods:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original 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 original contract period.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

3rd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

4th Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

_____ _____

Signature ***Date***

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information
All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
Email Address:	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:

a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

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

NOTICE

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

Each bidder is asked to indicate below whether they would be willing to offer Changeable Message Signs listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 Changeable Message Signs meeting MoDOT 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 MoDOT 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 _____

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.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Temporary Suspension of Work

a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.