



**MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION**

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: FEBRUARY 7, 2012	RESPONSES DUE NO LATER THAN: FEBRUARY 22, 2012 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE PROJECT LOCATION BELOW)
CONTRACT PERIOD: CALENDAR YEAR 2012, WITH THE OPTION FOR UP TO THREE ANNUAL RENEWALS FOR 2013, 2014, AND 2015.	REQUEST # NE12-47Q-R2 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 FAX NUMBER: (660)-385-1707
Mailing Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552	Project Location: MoDOT – Northeast District – Randolph County Route 63: From Route J at Jacksonville, South to Business Route 63; a distance of 9.5 miles (approximately 80 acres)	

VENDOR NAME:	<i>(Please enter your company name in this block)</i>
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SCOPE OF WORK

The Missouri Department of Transportation (MoDOT) Northeast District (NE) is seeking a qualified vendor to provide contract mowing services on a specific section of right-of-way in Randolph County twice a year; once prior to the Independence Day holiday (July 4) and once in August prior to the Labor Day holiday (the first Monday in September). This service shall comply with the provisions outlined within this Request For Quotation and be provided according to the requirements & specifications of the Mowing Services Agreement contained herein.

If the vendor wishes to harvest the hay on the right of way in the awarded project area, they will have the first option to do so before this opportunity is offered to the general public. However, it will be necessary to complete a permit application and comply with the requirements detailed therein. The awarded vendor will coordinate the completion and approval of any permit applications with Danny Behl, Senior Traffic Specialist, at 573-248-6517. Any questions about the specific requirements for harvesting hay on the right of way in the project are should be referred to him. Haying will not be permitted in any bridge cut areas, as detailed in the Mowing Services Agreement contained within this Request For Quotation.

In sections where adjacent property owners are already keeping areas clean cut, those property owners will be allowed to continue this practice. Those property owners are not allowed to take hay from that ground. They may choose to let the area grow up for the contractor's haying purposes, but this is a voluntary decision on their part and they cannot be required to do so. It will be assumed the bidder has viewed the project area identify such areas and to quote accordingly.

QUOTE PRICE SUBMISSION

PROJECT LOCATION: Route 63 (Randolph County): From Route J at Jacksonville, South to Business Route 63; a distance of 9.5 miles (approximately 80 acres)	QUOTE PRICE: \$ _____ Per Acre / Per Mowing (base your quote price upon 80 acres)
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MOWING SERVICES AGREEMENT

- (A) The services covered by this agreement shall include furnishing the personnel, equipment, materials and all other things necessary for mowing right-of-way in Randolph County on Route 63, from Route J at Jacksonville, South to Business Route 63; a distance of 9.5 miles (approximately 80 acres).
- (B) The vendor shall mow the described right-of-way twice. One mowing cycle shall be accomplished in the month of June, prior to the Independence Day holiday (July 4th) and the other in the month of August, prior to the Labor Day holiday (the first Monday in September). For each mowing cycle, a MoDOT representative will issue a notice to proceed, which will stipulate the date the vendor is expected to begin work. The notice to proceed will be issued at least five (5) calendar days before the stipulated date to start work for each mowing cycle. The vendor shall complete all work required for each mowing cycle through the entire contract limits within two weeks of the date the vendor is expected to begin work. This agreement consists of mowing approximately 80 acres per cycle. Thus the total quantity to be mowed is 160 acres, if all areas are mowed and all mowing cycles are authorized.
- (C) No direct payment will be made for mobilization. All costs for mobilization shall be included in the quoted price.
- (D) Mowing of the right-of-way shall consist of mowing grassed or vegetated roadside areas as follows: A width fifteen (15) feet from the outside edge of the paved surface. Additionally, medians with less than sixty (60) feet between the paved surfaces shall be mowed in their entirety. Medians greater than sixty (60) feet between the paved surfaces shall be mowed for a distance of fifteen (15) feet from the paved surface. Additionally, sight distance triangles, approximately 100 feet long on each leg, shall be mowed at median crossovers and at state and county road intersections. These sight distance triangles help vehicles on the side roads and in the median to see oncoming traffic. Additionally, when at-grade bridges are encountered, the vendor shall complete a bridge cut, by flaring out, at the beginning of the guardrail, and cutting a 45 degree angle to the right of way line and then mowing the entire area alongside the bridge to the spill fill (steep grade). Vegetation to be mowed shall consist of planted or naturally occurring grasses, weeds, and other vegetation, both herbaceous and woody, excluding landscaped ornamental plantings.
- (E) All equipment used in the execution of the agreement, including but not limited to riding mowers, trucks, tractors, protective and supply vehicles, shall be equipped with either a white strobe light or an amber flashing light. The light shall be used when operating along or adjacent to the roadway. All mowing equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment. All manufacturer recommended safety devices shall be properly installed and maintained at all times that the equipment is in use. All mowing equipment shall have protective devices on the mower to prevent objects from being thrown into traffic. If the MoDOT representative determines that any equipment is deficient in safety devices, the vendor shall immediately remove the equipment from service until the deficiency is corrected.
- (F) Mowing equipment used by the vendor shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings. All grass and vegetation shall be cut to a height of six (6) inches unless otherwise directed by the MoDOT representative. Equipment used for mowing shall not be used on slopes steeper than 3 to 1 unless the equipment is designed for that purpose. Mowing shall include the vegetation around all MoDOT signposts within the defined mowing width. No weed-eating will be required. However, MoDOT does require, based upon the equipment the vendor uses, mowing be completed as close as safely possible to any posts, delineators, guardrail, etc., without hitting those items. This will require the use of the tractor's reverse gear.
- (G) Where the limits of mowing have been previously established, or natural landscaping has been preserved, mowing shall conform to the established mowing contours unless otherwise excluded by the MoDOT representative. Mowed areas shall be uniform in appearance with no streaking or scalping. Mowed areas of different widths shall be connected to produce smooth flowing transitions. Clippings shall be evenly distributed over the mowed area. No large clumps of clippings shall remain after mowing.
- (H) One side of the roadway shall not be mowed to a length for which the adjacent roadside cannot be mowed the succeeding workday. At the conclusion of each working day, no more than a one (1) mile section shall be left partially mowed. All work shall be performed during daylight hours.

(I) Except during working hours, the vendor shall not park vehicles or store equipment or materials closer than 30 feet from the edge of pavement carrying traffic, unless the equipment, vehicles, or materials are located in a properly protected area. The vendor shall notify the MoDOT representative of all temporary parking or storage locations located on the right of way. If prior arrangements are made with the appropriate maintenance building supervisor and providing that space is available on the lot, the vendor may be allowed to park their equipment overnight at the closest MoDOT maintenance facility.

(J) All service and supply operations shall be conducted at least 30 feet from the edge of pavement. No supply vehicle shall enter the median for any purpose except as necessary to repair or remove inoperable equipment.

(K) All personnel involved in mowing operations or service and supply operations shall wear high visibility safety vests or other high visibility clothing. Safety vests will be supplied to the vendor by the MoDOT representative.

(L) Actions by the vendor that result in damage to turf, trees, curbs, sidewalks, pavement, signs, structures, mail boxes, delineators, landscaping, or other appurtenances shall be immediately reported to the MoDOT representative and repaired or replaced to the satisfaction of the MoDOT representative at the vendor's expense. Ruts, tire tracks, and other disturbed areas caused by the vendor shall be filled with approved topsoil and re-seeded as directed by the MoDOT representative at the vendor's expense.

(M) Measurement of mowed and trimmed areas will be made to the nearest acre. Final measurement will not be made except for authorized changes, or where appreciable errors are found in the quantity. The revision or correction will be computed and added to or deducted from the quantity. An appreciable error is defined as an increase in excess of 125% or decrease below 75% of the original quantity. Payment will be made for the listed quantities except for authorized changes or if appreciable errors are found in the listed quantities. Payment will be considered full compensation for all labor, equipment, and material necessary to perform the described work.

(N) When operating mowing equipment within 30 feet of the edge of pavement, 48-inch warning signs with the legend "MOWERS AHEAD" shall be placed a maximum of one mile in advance of the operation, and at intervals not to exceed one mile within the operation. Signs shall be erected for both directions of traffic when working on two-lane roadways or in the medians of four-lane roadways. Signs shall be erected on approaching ramps and major side roads as necessary or as directed by the MoDOT representative. The vendor shall place all signs prior to beginning work and shall relocate the signs as work progresses. These signs shall be supplied by the MoDOT representative. No direct payment will be made for installing, relocating or removing work zone signs. All costs for signage work shall be included in the quoted price.

(O) Upon presumptive completion of the required work for each mowing cycle, the vendor shall notify the MoDOT representative and an inspection will be performed by the MoDOT representative. If the MoDOT representative determines all work required has been satisfactorily completed, the MoDOT representative will make the acceptance for maintenance and notify the vendor of the date of acceptance.

(P) Work determined to be unsatisfactory by the MoDOT representative and not accepted shall be corrected to acceptable standards at the vendor's sole cost. Upon completion of the corrections, the vendor shall notify the MoDOT representative for a re-inspection. All items that are unsatisfactory shall be corrected before payment is made to the vendor for all work.

(Q) Nothing in this agreement shall be deemed to excuse the vendor of liability or responsibility for any personal injury, death, or property damages which may arise from acts or the failure to act prior to the final inspection of the work required during the mowing cycle.

(R) Upon final inspection and acceptance for maintenance of the work performed during a mowing cycle, the vendor shall request payment by submitting an invoice to the MoDOT representative. The MoDOT representative will make an estimate in writing of the work completed and final inspection during the mowing cycle and the value thereof at the awarded quoted price. Payment will be made based upon the MoDOT representative's estimate.

SPECIAL TERMS AND CONDITIONS

Duration

This agreement shall be in effect through the end of calendar year 2012. Options for the renewal of this agreement for up to three (3) additional one-year periods (2013, 2014, & 2015), may be exercised upon the mutual agreement of both parties

Award

Award of this solicitation will be made on an "All Or Nothing" using the "lowest and best" principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for tabulation/award results.

Insurance

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

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

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

Upon notification of award, the vendor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any purchase order or notice to proceed by MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The vendor's inability to provide this documentation will result in his/her bid/quote being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation
Northeast District Procurement
902 North Missouri Street P.O. Box 8
Macon, MO. 63552

Temporary Suspension of Work

The District Engineer or a designated representative 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 vendor to comply with any of the provisions of the solicitation. If MoDOT suspends the work for its own advantages and not because of the vendor's failure to comply, the vendor will be allowed an equal number of calendar days after the completion date to finish the work. MoDOT may, at its discretion, give the vendor an extension of time for completing the work where the vendor incurs delays for causes beyond his control.

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

MoDOT purchase orders must be issued to the invoicing company ("Remit To") address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the "remit to" company/address in the vendor notes section (above).

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses may be faxed, mailed, or hand-delivered.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- 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

IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.

NO BID / NO QUOTE

DATE: _____

TO: Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552
(660)-385-1707 – fax #

FROM: _____ (Company Name)
_____ (Contact Person)
_____ (Mailing Address)
_____ (City, State, Zip Code)
_____ (Office Phone #)
_____ (Cellular Phone #)
_____ (Fax #)
_____ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # _____ for the reasons indicated below (check all that apply):

- Product or service is not available or cannot meet the required specifications
- Cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name from your bidder’s list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (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.

Right of Acceptance/Rejection

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

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.

(T&C's Version May 2011)