



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED BID*****

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: JUNE 23, 2011	BID DUE BY (DATE AND TIME): JULY 6, 2011 BY 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
TO BE DELIVERED/COMPLETED BY: SEE BELOW DESCRIPTION	BID #: B4-11-014A THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. ***SEALED BID***	BUYER NAME: TONI TERRY 816-347-4112
District Mailing Address: Missouri Department of Transportation – District 4 Procurement Division 600 NE Colbern Road Lee's Summit, MO 64086		Delivery Location: Missouri Department of Transportation District 4 Stockroom 2050 NE Independence Avenue Lee's Summit, MO 64086

DESCRIPTION
<p>Contract for furnishing various filters for a period of 12-months starting July 15, 2011 through July 15, 2012. Prices must remain firm during this period.</p> <p>An option for four 12-month extensions will be offered provided both parties agree to the extension with no change in price or terms and conditions.</p> <p>This bid is to establish a fixed price contract on Baldwin brand filters that will be ordered in the future on an as needed basis.</p> <p>Bids will be awarded on an "all or none" basis.</p> <p>Vendor must be able to supply filters on a daily basis to District 4 Stockroom.</p> <p>All bids must be submitted on the pricing sheets provided.</p>
VENDOR NAME:

**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.**

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.

VENDOR NOTES

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

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.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

ADDITIONAL DESCRIPTION
DISTRICT 4 STOCKROOM FILTER CONTRACT

SPECIFICATIONS:

Filters must meet OEM Specifications.

BIDDING:

Filters must be bid by application. High volume movers will be identified with an (*). Cars, SUVs and pickups up to $\frac{3}{4}$ ton will be air and oil filters only. 1-ton and up will be air, oil, hydraulic, water, and fuel filters.

Bids must be submitted on sheets provided. Bidders must specify part numbers.

SERVICE:

Bidders must be able to serve District 4 Stockroom on a daily basis. Back orders must be cleared no later than one week from the date of order.

BID EVALUATION:

Evaluation of bids will be based on the following:

- a) High volume movers (identify by *).
- b) Ability to meet specifications.
- c) Ability to deliver on a daily basis.
- d) Cost

PRICING PAGE - AIR FILTERS

TRUCKS					
Year	Make	Model	Engine	Part #	Unit Price
*1996	International	4900	7.6 Liters (DT466E)		
*1997	International	4900	8.7 Liters (530E)		
*1998	International	4900	8.7 Liters (530E)		
*1999	International	4900	8.7 Liters (530E)		
*2000	International	4900	7.6 Liters (DT466E)		
*2001	International	4900	7.6 Liters (DT466E)		
*2002	International	4900	7.6 Liters (DT466E)		
*2002	International	4900	8.7 Liters (530E)		
*2002	Ford	F550	7.3 Liters		
*2003	Ford	F450	6.0 Liters		
*2003	International	2554	8.7 Liters (530E)		
*2004	Ford	F450	6.0 Liters		
*2004	Ford	F250	5.4 Liters		
*2004	Chevrolet	Suburban 2500 LS	6.0 Liters		
*2004	Ford	F350	6.8 Liters		
*2005	International	7400	570E		
*2006	Chevrolet	3500	6.0 Liters		
*2006	International	7400	466 & 570E		
*2008	International	7400	Maxforce 9 & 10		
*2009	International	7400	Maxforce 9 & 10		
*2010	Ford	F450	6.8 Liters		
*2010	International	7400	Maxforce 9 & 10		
*High Volume Movers					

PRICING PAGE - AIR FILTERS

GRADERS					
Year	Make	Model		Part #	Unit Price
1999	John Deere	770CH			
2004	John Deere	770CH			
2007	John Deere	770D			
2007	John Deere	772D			
LOADERS					
Year	Make	Model			
2005	John Deere	544J			
2007	Case	521D			
2008	John Deere	444J			
CARS					
Year	Make	Model	Engine		
1997	Ford	Taurus	3.0 Liter		
1998	Ford	Taurus	3.0 Liter		
1999	Ford	Taurus	3.0 Liter		
1999	Dodge	Caravan SE	3.3 Liter		
2001	Chevrolet	Impala	3.4 Liter		
2002	Chevrolet	Impala	3.4 Liter		
2003	Chevrolet	Impala	3.4 Liter		
2004	Ford	Taurus	3.0 Liter		
2004	Dodge	Stratus SE	2.7 Liter		
2007	Chevrolet	Impala	3.4 Liter		
2008	Chevrolet	Impala	3.5 Liter		
2009	Chevrolet	Impala	3.5 Liter		
2009	Ford	Focus	2.0 Liter		
2010	Chevrolet	Impala	3.5 Liter		

PRICING PAGE - AIR FILTERS

PICKUP and VANS					
Year	Make	Model	Engine	Part #	Unit Price
1996	Ford	F250	5.8 Liters		
1997	Chevrolet	1/2 Ton	4.3 Liters		
1998	Dodge	1500	3.9 Liters		
1999	Dodge	1500	3.9 Liters		
1999	Plymouth	Voyager	3.3 Liters		
1999	Chevrolet	2500 Suburban	5.7 Liters		
2000	Ford	Excursion	5.4 Liters		
2000	Dodge	Caravan	3.3 Liters		
2001	Dodge	1500	3.9 Liters		
2001	Ford	F350	5.4 Liters		
2001	Ford	F250	5.4 Liters		
2001	Dodge	1/2 Ton	5.2 Liters		
2001	Dodge	3/4 Ton	5.9 Liters		
2001	Ford	1/2 Ton	4.6 Liters		
2001	Chevrolet	1/2 Ton 4X4	4.8 Liters		
2001	Dodge	Dakota	3.9 Liters		
2002	Chevrolet	1 Ton Van	5.7 Liters		
2002	Ford	F350	5.4 Liters		
2003	Ford	F250	5.4 Liters		
2003	Ford	F150	4.0 Liters		
2004	Ford	E350 Van	5.4 Liters		
2004	Chevrolet	1500	5.3 Liters		
2004	Ford	Explorer	4.0 Liters		
2005	Jeep	Liberty Sport 4X4	3.7 Liters		
2005	Chevrolet	1500	5.3 Liters		
2007	Chevrolet	1 Ton Van	6.0 Liters		
2007	Chevrolet	1/2 Ton Pickup	4.3 Liters		
2007	Chevrolet	1/2 Ton Pickup	5.3 Liters		
2008	Chevrolet	Uplander	3.9 Liters		
2008	Chevrolet	1/2 Ton Pickup	4.3 Liters		
2008	Chevrolet	1/2 Ton Pickup	5.3 Liters		
2008	Chevrolet	1 Ton Pickup	6.8 Liters		
2009	Chevrolet	1/2 Ton Pickup	4.3 Liters		
2009	Chevrolet	1/2 Ton Pickup	5.3 Liters		
2009	Ford	1/2 Ton Pickup	4.6 Liters		

PRICING PAGE - AIR FILTERS					
TRACTORS and BACKHOES					
Year	Make	Model		Part #	Unit Price
2003	John Deere	410G			
2006	New Holland	LB90B			
2009	John Deere	7130			

PRICING PAGE - FUEL FILTERS

TRUCKS					
Year	Make	Model	Engine	Part #	Unit Price
*1996	International	4900	7.6 Liters (DT466E)		
*1997	International	4900	8.7 Liters (530E)		
*1998	International	4900	8.7 Liters (530E)		
*1999	International	4900	8.7 Liters (530E)		
*2000	International	4900	7.6 Liters (DT466E)		
*2001	International	4900	7.6 Liters (DT466E)		
*2002	International	4900	7.6 Liters (DT466E)		
*2002	International	4900	8.7 Liters (530E)		
*2002	Ford	F550	7.3 Liters		
*2003	Ford	F450	6.0 Liters		
*2003	International	2554	8.7 Liters (530E)		
*2004	Ford	F450	6.0 Liters		
*2004	Ford	F250	5.4 Liters		
*2004	Ford	F350	6.8 Liters		
*2005	International	7400	570E		
*2006	Chevrolet	3500	6.0 Liters		
*2006	International	7400	466 & 570E		
*2008	International	7400	Maxforce 9 & 10		
*2009	International	7400	Maxforce 9 & 10		
*2010	Ford	F450	6.8 Liters		
*2010	International	7400	Maxforce 9 & 10		
*High Volume Movers					

PRICING PAGE - FUEL FILTERS					
GRADERS					
Year	Make	Model		Part #	Unit Price
1999	John Deere	770CH			
2004	John Deere	770CH			
2007	John Deere	770D			
2007	John Deere	772D			
LOADERS					
Year	Make	Model			
2005	John Deere	544J			
2007	Case	521D			
2008	John Deere	444J			
TRACTORS and BACKHOES					
Year	Make	Model			
2003	John Deere	410G			
2006	New Holland	LB90B			
2009	John Deere	7130			

PRICING PAGE - HYDRAULIC FILTERS

TRUCKS					
Year	Make	Model	Engine	Baldwin Part #	Unit Price
*2002	Ford	F550	7.3 Liters	BT 839-10	
*2003	Ford	F450	6.0 Liters	BT 839-10	
*2004	Ford	F450	6.0 Liters	BT 839-10	
*2006	Chevrolet	3500	6.0 Liters	BT 839-10	
*2010	Ford	F450	6.8 Liters	BT 839-10	
*1996	International	4900	7.6 Liters (DT466E)	PT 8363	
*1997	International	4900	8.7 Liters (530E)	PT 8363	
*1998	International	4900	8.7 Liters (530E)	PT 8363	
*1999	International	4900	8.7 Liters (530E)	PT 8363	
*2000	International	4900	7.6 Liters (DT466E)	PT 8363	
*2001	International	4900	7.6 Liters (DT466E)	PT 8363	
*2002	International	4900	7.6 Liters (DT466E)	PT 8363	
*2002	International	4900	8.7 Liters (530E)	PT 8363	
*2003	International	2554	8.7 Liters (530E)	PT 8363	
*2005	International	7400	570E	PT 8363	
*2006	International	7400	466 & 570E	PT 8363	
*2008	International	7400	Maxforce 9 & 10	PT 8363	
*2009	International	7400	Maxforce 9 & 10	PT 8363	
*2010	International	7400	Maxforce 9 & 10	PT 8363	
*High Volume Movers					

PRICING PAGE - HYDRAULIC FILTERS					
GRADERS					
Year	Make	Model		Part #	Unit Price
1999	John Deere	770CH			
2004	John Deere	770CH			
2007	John Deere	770D			
2007	John Deere	772D			
LOADERS					
Year	Make	Model			
2005	John Deere	544J			
2007	Case	521D			
2008	John Deere	444J			
TRACTORS and BACKHOES					
Year	Make	Model			
2003	John Deere	410G			
2006	New Holland	LB90B			
2009	John Deere	7130			

PRICING PAGE - OIL FILTERS

TRUCKS					
Year	Make	Model	Engine	Part #	Unit Price
*1996	International	4900	7.6 Liters (DT466E)		
*1997	International	4900	8.7 Liters (530E)		
*1998	International	4900	8.7 Liters (530E)		
*1999	International	4900	8.7 Liters (530E)		
*2000	International	4900	7.6 Liters (DT466E)		
*2001	International	4900	7.6 Liters (DT466E)		
*2002	International	4900	7.6 Liters (DT466E)		
*2002	International	4900	8.7 Liters (530E)		
*2002	Ford	F550	7.3 Liters		
*2003	Ford	F450	6.0 Liters		
*2003	International	2554	8.7 Liters (530E)		
*2004	Ford	F450	6.0 Liters		
*2004	Ford	F250	5.4 Liters		
*2004	Ford	F350	6.8 Liters		
*2005	International	7400	570E		
*2006	Chevrolet	3500	6.0 Liters		
*2006	International	7400	466 & 570E		
*2008	International	7400	Maxforce 9 & 10		
*2009	International	7400	Maxforce 9 & 10		
*2010	Ford	F450	6.8 Liters		
*2010	International	7400	Maxforce 9 & 10		
*High Volume Movers					

PRICING PAGE - OIL FILTERS

GRADERS					
Year	Make	Model		Part #	Unit Price
1999	John Deere	770CH			
2004	John Deere	770CH			
2007	John Deere	770D			
2007	John Deere	772D			
LOADERS					
Year	Make	Model			
2005	John Deere	544J			
2007	Case	521D			
2008	John Deere	444J			
CARS					
Year	Make	Model	Engine		
1997	Ford	Taurus	3.0 Liter		
1998	Ford	Taurus	3.0 Liter		
1999	Ford	Taurus	3.0 Liter		
1999	Dodge	Caravan SE	3.3 Liter		
2001	Chevrolet	Impala	3.4 Liter		
2002	Chevrolet	Impala	3.4 Liter		
2003	Chevrolet	Impala	3.4 Liter		
2004	Ford	Taurus	3.0 Liter		
2004	Dodge	Stratus SE	2.7 Liter		
2007	Chevrolet	Impala	3.4 Liter		
2008	Chevrolet	Impala	3.5 Liter		
2009	Chevrolet	Impala	3.5 Liter		
2009	Ford	Focus	2.0 Liter		
2010	Chevrolet	Impala	3.5 Liter		

PRICING PAGE - OIL FILTERS

PICKUP and VANS					
Year	Make	Model	Engine	Part #	Unit Price
1996	Ford	F250	5.8 Liters		
1998	Dodge	1500	3.9 Liters		
1999	Dodge	1500	3.9 Liters		
1999	Plymouth	Voyager	3.3 Liters		
1999	Chevrolet	2500 Suburban	5.7 Liters		
2000	Ford	Excursion	5.4 Liters		
2000	Dodge	Caravan	3.3 Liters		
2001	Dodge	1500	3.9 Liters		
2001	Ford	F350	5.4 Liters		
2001	Ford	F250	5.4 Liters		
2001	Dodge	1/2 Ton	5.2 Liters		
2001	Dodge	3/4 Ton	5.9 Liters		
2001	Ford	1/2 Ton	4.6 Liters		
2001	Chevrolet	1/2 Ton 4X4	4.8 Liters		
2001	Dodge	Dakota	3.9 Liters		
2002	Chevrolet	1 Ton Van	5.7 Liters		
2002	Ford	F350	5.4 Liters		
2003	Ford	F250	5.4 Liters		
2003	Ford	F150	4.0 Liters		
2004	Ford	E350 Van	5.4 Liters		
2004	Chevrolet	1500	5.3 Liters		
2004	Ford	Explorer	4.0 Liters		
2005	Jeep	Liberty Sport 4X4	3.7 Liters		
2005	Chevrolet	1500	5.3 Liters		
2007	Chevrolet	1 Ton Van	6.0 Liters		
2007	Chevrolet	1/2 Ton Pickup	4.3 Liters		
2007	Chevrolet	1/2 Ton Pickup	5.3 Liters		
2008	Chevrolet	Uplander	3.9 Liters		
2008	Chevrolet	1/2 Ton Pickup	4.3 Liters		
2008	Chevrolet	1/2 Ton Pickup	5.3 Liters		
2008	Chevrolet	1 Ton Pickup	6.8 Liters		
2009	Chevrolet	1/2 Ton Pickup	4.3 Liters		
2009	Chevrolet	1/2 Ton Pickup	5.3 Liters		
2009	Ford	1/2 Ton Pickup	4.6 Liters		

PRICING PAGE - OIL FILTERS					
TRACTORS and BACKHOES					
Year	Make	Model		Part #	Unit Price
2003	John Deere	410G			
2006	New Holland	LB90B			
2009	John Deere	7130			

PRICING PAGE - WATER FILTERS

TRUCKS					
Year	Make	Model	Engine	Part #	Unit Price
*1996	International	4900	7.6 Liters (DT466E)		
*1997	International	4900	8.7 Liters (530E)		
*1998	International	4900	8.7 Liters (530E)		
*1999	International	4900	8.7 Liters (530E)		
*2000	International	4900	7.6 Liters (DT466E)		
*2001	International	4900	7.6 Liters (DT466E)		
*2002	International	4900	7.6 Liters (DT466E)		
*2002	International	4900	8.7 Liters (530E)		
*2002	Ford	F550	7.3 Liters		
*2003	Ford	F450	6.0 Liters		
*2003	International	2554	8.7 Liters (530E)		
*2004	Ford	F450	6.0 Liters		
*2004	Ford	F250	5.4 Liters		
*2004	Ford	F350	6.8 Liters		
*2005	International	7400	570E		
*2006	Chevrolet	3500	6.0 Liters		
*2006	International	7400	466 & 570E		
*2008	International	7400	Maxforce 9 & 10		
*2009	International	7400	Maxforce 9 & 10		
*2010	Ford	F450	6.8 Liters		
*2010	International	7400	Maxforce 9 & 10		
*High Volume Movers					

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Prohibition Of Employment Of Unauthorized Aliens:

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