



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

REQUEST FOR BID - PROPANE

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: SEPTEMBER 12, 2011 | RESPONSES DUE NO LATER THAN: SEPTEMBER 26, 2011 @ 1:00 PM CENTRAL TIME | F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW) |
| TO BE DELIVERED OR COMPLETED BY: DATE OF AWARD THROUGH JUNE 29, 2012 | REQUEST # SW-12-004RG THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION. | BUYER NAME: RICHARD GARDNER, CPPB PHONE NUMBER: 417-895-7811 FAX NUMBER: 417-895-6704 |
| D8 Address: No RFB RESPONSES ACCEPTED BY FAX Missouri Department of Transportation – Southwest District General Services (Procurement) Division 3025 E. Kearney Springfield MO 65803 | | Delivery Location(s): Various Counties throughout the Southwest District. <i>Refer to locations listed below and location cross-reference listing on page 4 and 5.</i> |

VENDOR NAME: _____
(Please enter your company name in this block)

SUBMIT BID PRICING FOR EACH FACILITY YOU ARE INTERESTED IN SERVICING

| County | Location | Estimated Gallons of Propane | Bid Price Per Gallon | UNIT PRICE EXTENSION |
|---------------|----------------------------------|------------------------------|----------------------|----------------------|
| Barry | Cassville | 1000 | | |
| Barry | Jenkins* (Will call only) | 1500 | | |
| Barry | Monett | 3500 | | |
| Bates | Butler | 4000 | | |
| Bates | Rich Hill* (Will call only) | 2000 | | |
| Barton | Liberal* (Will call only) | 1000 | | |
| Barton | Golden City* (Will call only) | 1000 | | |
| Benton | Cole Camp | 6000 | | |
| Benton | Warsaw | 5000 | | |
| Cedar | El Dorado Springs | 3500 | | |
| Cedar | Stockton | 3500 | | |
| Dade | Greenfield | 3500 | | |
| Dallas | Buffalo | 2000 | | |
| Dallas | Buffalo Construction/Maintenance | 2000 | | |
| Dallas | Conway* (Will call only) | 2000 | | |
| Dallas | Plad* (Will call only) | 1000 | | |
| Greene | Republic | 3500 | | |
| Greene | Springfield Lube Center | 1500 | | |
| Greene | Strafford | 1000 | | |
| Greene | Fairgrove* (Will call only) | 2000 | | |
| Greene | Walnut Grove* (Will call only) | 1500 | | |

| | | | | |
|------------------|---------------------------------|------|--|--|
| Hickory | Preston | 2000 | | |
| Hickory | Wheatland* (Will call only) | 1500 | | |
| Henry | Clinton | 2500 | | |
| Henry | Urich* (Will call only) | 2500 | | |
| Jasper | Sarcoxi* (Will call only) | 2000 | | |
| Lawrence | Mt. Vernon | 2000 | | |
| McDonald | Anderson | 4500 | | |
| McDonald | Longview* (Will call only) | 2000 | | |
| Polk | Bolivar | 3000 | | |
| Polk | Halfway * (Will call only) | 1000 | | |
| Polk | Humansville* (Will call only) | 1500 | | |
| St. Clair | Appleton City* (Will call only) | 1000 | | |
| St. Clair | Collins* (Will call only) | 1000 | | |
| Stone | Galena | 2000 | | |
| Stone | Lampe | 2000 | | |
| Taney | Branson | 5000 | | |
| Taney | Bradleyville | 2000 | | |
| Taney | Rueter*(Will call only) | 1500 | | |
| Vernon | Nevada | 4000 | | |
| Webster | Marshfield | 3500 | | |
| Webster | Fordland* (Will call only) | 1500 | | |
| Webster | Seymour | 2000 | | |

SCOPE OF WORK

Pricing

Pricing submitted with this Request for Bid (RFB) must remain firm for the entire contract period from date of Award, through June 29, 2012.

The quantities listed above are **ESTIMATES ONLY** for the contract period. Actual order quantities may vary. MoDOT reserves the right to increase or decrease the above quantities during the contract period.

Delivery

All locations marked with an asterisk and noted **(Will call only)** are on a scheduled list to be closed sometime in the future. Deliveries made on a scheduled route for these locations may not be allowed. In addition, pre season fill up of tanks may be limited in some locations and are subject to MoDOT approval to fill existing tanks.

Any location marked with an asterisk and noted **(Will call only)** shall only receive delivery upon prior MoDOT approval.

Contact information will be provided upon award.

Invoicing

All invoices should note the building location for each delivery and mailed to the following.

Missouri Department of Transportation, Southwest District
Richard Gardner
3025 E. Kearney
Springfield, Missouri 65803

General Information

The awarded vendor or vendors will be required to monitor propane usage and top off tanks on an as-needed basis, unless other arrangements have been made with the MoDOT supervisor who is responsible for the tank at a specific location.

The awarded vendor shall supply Material Safety Data Sheets (MSDS) to the MoDOT supervisor at each location and shall be responsible for maintaining the tank in a safe condition according to industry standards and regulator requirements. (i.e. as needed, if needed regulator checks, pressure testing, etc.)

FACILITY ADDRESS/LOCATION CROSS-REFERENCE LISTING:

| County | Facility | Address | Location |
|------------------|----------------------------------|--|-----------------------------------|
| Barry | Cassville | Route 1, Box 1980 – Cassville, MO. 65625 | Rt. 37, 2 Mi s/o Rt. 76 |
| Barry | Jenkins | HCR2, Box 1A – Jenkins, MO. 65605 | Rt. 39 at Rt. 248 |
| Barry | Monett | Route 2, Box 164AA – Monett, MO 65708 | 3.5 mi. w/o Rt. 37 on Rt. 60 |
| Bates | Butler | Box 223 – Butler, MO 64730 | Rt. 52, 2mi. w/o of Rt 71 |
| Bates | Rich Hill | P.O. Box 30, Route 2 – Rich Hill, MO 64779 | n/o Rt. A ¼ mi. west of Rt. 71 |
| Barton | Liberal | 197 No. Hwy 43 – Liberal, MO 64762 | Rt. 43, 2 mi. n/o Rt. 160 |
| Barton | Golden City | 408 Vine Street – Golden City, MO 64748 | Rt. 160, ¼ mi. n/o Rt. 126 |
| Benton | Cole Camp | 820 E. Main St. Cole Camp, MO 65325 | |
| Benton | Warsaw | 1551 E. Main St. – Warsaw, MO 65355 | |
| Cedar | El Dorado Springs | RR2, Box 120 – El Dorado Springs, MO 64744 | Rt. 54, 1 mi. e/o Rt. 32 |
| Cedar | Stockton | 13998 W. Hwy 32 – Stockton, MO 65785 | Rt. 32, ½ mi. w/o Rt. 39 |
| Dade | Greenfield | Route 2, Box 38B – Greenfield, MO 65661 | Rt. 39, ¾ mi. n/o Rt. 160 |
| Dallas | Buffalo | 215 N. Ash Street - Buffalo, MO 65622 | Rt. 65, ¼ mile e/o Rt. 13 |
| Dallas | Buffalo Construction/Maintenance | 1732 N. Ash Street - Buffalo, MO 65622 | Hwy 65, 1 mile north of Rt. 32 |
| Dallas | Conway | 1111 State Road M - Conway, MO. 65632 | Jct. of Routes M & B |
| Dallas | Plad | 1341 State Hwy 64 – Tunas, MO 65674 | Rt. 64, ½ mi. e/o Rt. K |
| Greene | Fair Grove | 4625 Shelby Road - Fair Grove MO 65648 | 1.5 Miles w/o Rt. 65 |
| Greene | Republic | 1925 S. State Highway N - Springfield MO 65802 | Rt. N, ½ mile s/o I-44 |
| Greene | Springfield Lube Center | 3025 E. Kearney - Springfield MO 65803 | ¼ Mile west of U.S. 65 on Kearney |
| Greene | Strafford | 1401 W. Old Route 66 - Strafford MO 65757 | 6 Miles east of U.S. 65 on OO |
| Greene | Walnut Grove | 515 E. Main – Walnut Grove - MO 65770 | Rt. BB, ½ Mi. e/o Rt 123 |
| Hickory | Preston | Box 124, Route 1 - Preston, MO 65732 | Rt. 54, ¼ mile e/o U.S. 65 |
| Hickory | Wheatland | Route 3, Box 3285 - Wheatland, MO 65779 | Rt. 54, 1 mile e/o Rt. 83 |
| Henry | Clinton | 1047 Gaines Drive – Clinton, MO 64735 | |
| Henry | Urich | 726 NW 1271 Rd. – Urich, MO 64788 | |
| Jasper | Sarcoxie | 1617 High Street – Sarcoxie, MO 64865 | Rt. 37 at I-44 Loop |
| Lawrence | Mt. Vernon | 1001 Spring Park Blvd. – Mt. Veronon, MO 65712 | Rt. 39 at I-44 Loop |
| McDonald | Anderson | 5511 State Hwy 59 – Anderson, MO 64831 | |
| McDonald | Longview | 16393 State Hwy 76 – Rocky Comfort, MO 64861 | Rt. 76, ½ mi. s/o Rt. CC |
| Polk | Bolivar | 2816 W. Broadway - Bolivar MO. 65613 | Rt. 32, ½ mile e/o Rt. 13 |
| Polk | Halfway | 2074 Highway 32 – Halfway, MO 65674 | Rt. 32, ¼ Mi. w/o Rt. H |
| Polk | Humansville | 300 N. Cypress - Humansville MO. 65674 | Rt. 123, ¼ mile n/o Rt. V |
| St. Clair | Appleton City | 110 S. Mapleton – Appleton City, MO 64724 | Rt. P, ¼ mi. s/o Rt. 52 |
| St. Clair | Collins | 1501 So. Hwy 13 – Collins, MO 64738 | Rt. 13, ¼ mi. s/o Rt. 54 |
| Stone | Galena | 1880 State Hwy 248 - West, Galena MO. 65656 | Rt. 248, 2 miles w/o Rt. 13 |
| Stone | Lampe | 1063 West Highway 86 - Lampe MO 65681 | Rt. 86, 1 Mile w/o Rt. 13 |
| Taney | Bradleyville | 20907 E. Highway 76 - Taneyville MO 65759 | Rt. 76, 4.5 miles e/o Rt. AA |
| Taney | Branson | 275 S. W. Outer Road - Branson MO. 65616 | .2 Mile w/o Jct. Rt. |

| | | | |
|----------------|------------|--|----------------------------|
| | | | 65/465 |
| Taney | Rueter | 33279 Highway 160 - Kissee Mills, MO 65680 | Rt. 160, 3 mi. w/o Rt. 215 |
| Vernon | Nevada | 601 W. Outer Rd, No., - Nevada, MO 64772 | |
| Webster | Marshfield | 331 Pin Oak Loop - Marshfield, MO 65706 | Rt. 38, 1.6 mile n/o I-44 |
| Webster | Fordland | 1099 Brentlinger Dr. – Fordland, MO 65652 | ¼ Mi. w/o, Jct PP & 60 |
| Webster | Seymour | 500 State Highway C - Seymour, MO 65746 | Rt. C, ¼ mile n/o Rt. 60 |

SPECIAL TERMS AND CONDITIONS

Award

Award of this solicitation will be made on an "Location by Location" basis 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.

F.O.B.

Price all materials as F.O.B. Destination. Delivery cost must be included in the unit price(s) & not listed separately.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, 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 the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Upon notification of award, the Contractor 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 Contractor'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 – Southwest District
 General Services (Procurement) Division
 3025 E. Kearney
 Springfield Missouri 65803

Delivery – Additional Requirements

The following days shall be construed as official holidays under the terms of this solicitation:

- | | |
|-----------------------------|------------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King, Jr.'s Birthday |
| February 12 | Lincoln's Birthday |
| Third Monday in February | Washington's Birthday |
| May 8 | Truman's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Columbus Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| December 25 | Christmas Day |

When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

Spill Prevention/Cleanup

The Contractor shall perform all deliveries to facilities in a safe and professional manner. The Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring. The Contractor must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The Contractor will be responsible for cleaning up any spill in accordance with state and federal environmental regulations. The Contractor must prevent spills from reaching streets, catch basins or other drainage structures during transfers. A Contractor's delivery truck operator must be present during delivery and take an active part in the prevention of spills. The delivery truck operator will take immediate actions to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer product and departure of the delivery truck, the delivery truck operator shall examine the lowermost drain and all outlets for leakage. If necessary, tighten, adjust or replace to prevent product from leaking.

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.

| <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 |

Note: The following pages detail further terms and conditions which apply to this Request For Bid (RFB). 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.