

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
PO Box 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	2-150306RW
DATE	February 24, 2015

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

2:00 p.m., Local Time, March 6, 2015

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Various MoDOT Locations

BUYER: Robin Warren
BUYER EMAIL:
Robin.Warren@modot.mo.gov

BUYER TELEPHONE: 573-526-7929

SUPPLIES OR SERVICES

HERBICIDE – OUST EXTRA

To establish a contract to furnish “**Herbicide – Oust Extra**” with an effective date of Notice of Award and ending December 31, 2015 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: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Is your firm MBE certified? Yes No

Title:
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

This Request for Bid seeks bids from qualified organizations to provide Oust Extra (hereinafter referred to as herbicide), with an effective contract period of Notice of Award through December 31, 2015, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope per section 3.1 Bid Submission no later than 2:00 p.m., Local Time, March 6, 2015.

RFB Coordinator:

Robin Warren
Sr. General Services Specialist

Phone: 573-526-7929

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide herbicide on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein and to the sole satisfaction of MoDOT.
- 2.1.2 MoDOT does not have any estimated quantities or guarantee the purchase of any specific quantities under this bid.
- 2.1.3 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 the MoDOT.
- 2.1.4 When placing an herbicide order, every effort will be made to order quantities not to cause an undue burden of shipping costs to be incurred by the Bidder. In an effort to maintain low on-site inventories, orders will be placed according to the seasonal application of herbicide.
- 2.1.5 The Bidder shall agree and understand that any herbicide delivered to MoDOT that is labeled differently than the labels submitted with the bid may be rejected.
 - a. Herbicide must be registered in Missouri and manufactured in the United States.
 - b. Herbicide furnished as a result of this document shall be inspected and approved before use. Inspection of the herbicide may be made at the point of manufacture, intermediate storage point, or at destination at the discretion of MoDOT. Material damaged in transit will be subject to rejection at its destination.
- 2.1.6 The Bidder shall provide herbicide in the container size specified herein.
 - a. Bulk packaging shall not be accepted, except as specified herein.
- 2.1.7 Unless otherwise specified herein, the Bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide herbicide.

2.2 Delivery Requirements:

- 2.2.1 The Bidder shall deliver herbicide as specified herein F.O.B. destination to various MoDOT locations throughout the State of Missouri.
- 2.2.2 The Bidder shall not deliver any herbicide to MoDOT until being notified by MoDOT via telephone or purchase order.
 - a. If a telephone order is placed, it is the Bidder's responsibility to insure a purchase order is forthcoming from MoDOT.
- 2.2.3 The Bidder shall deliver herbicide within ten (10) working days from the date order is placed, excluding Saturday, Sunday and Holidays.
- 2.2.4 The Bidder shall notify MoDOT twenty-four (24) hours prior to delivery.
- 2.2.5 With the delivery of each herbicide order, the Bidder shall furnish Manufacturer's labels and Material Data Safety Sheets for each product.

2.3 Liquidated Damage Requirements:

The Bidder shall agree and understand that providing the herbicide in accordance with the requirements stated herein is considered critical to the efficient operations of the MoDOT. However, since the amount of actual damages would be difficult to establish in the event the Bidder fails to comply with the contractual requirements, the Bidder 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 Bidder fails to provide herbicide in accordance with the contractual requirements specified herein, the Bidder shall be assessed liquidated damages in the amount of \$100.00 per day per order for each such delinquent day.
- b. The Bidder shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the Bidder or paid by the Bidder as a direct payment to the MoDOT, at the sole discretion of the MoDOT.
- c. The Bidder shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The Bidder shall understand and agree 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 Bidder shall understand and agree that each District's decision shall be individual, final, and without recourse.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The Bidder shall submit an itemized invoice upon completion of delivery.
- 2.4.2 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document, after completion of delivery specified herein and acceptance by the MoDOT.
- 2.4.3 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 2.4.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.4.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to rejection and shall be returned at the Bidder's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state purchasing card.

2.5 Other Contractual Requirements:

- 2.5.1 Contract Period - The contract shall commence from the date of Notice to Award until December 31, 2015 with up to one (1) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent addendums. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree that the percentages 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 current contract period.

- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase. If an increase is requested, the Bidder 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 Bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.5.3 Escalation Clause - In the event the Bidder requests a price increase during the contract period (original contract period or contract renewal period), the Bidder 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 Bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder 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.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “**Herbicide – Oust Extra**”.
- 3.1.2 All bids must be received at the following address no later than 2:00 p.m. Local Time on March 6, 2015.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Robin Warren

PO Box 270
Jefferson City, MO 65102

Mailing Address

830 MoDOT Drive
Jefferson City, MO 65109

Physical Address

- 3.1.3 The Bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.4 The Bidder should submit with each bid a current complete Manufacturer’s Label and Materials Safety Data Sheet, including the chemical composition for each product to be furnished and directions for application, precautionary statements, environmental hazards, pesticide and container disposal and any other pertinent information such as the required minimum standards listed for surfactants. Any material delivered that is labeled differently than the labels accompanying the bids may be rejected. All herbicides must be registered in Missouri and labeled in accordance with State Law. Herbicides must be labeled to permit their use on highway right of way.
- 3.1.5 Contract Award:
 - a. Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
 - b. Award of this bid will be made using the “lowest and best” principle of award.
 - c. No substitutions will be allowed for the name brand name listed.
 - d. In the event of tie low bids, MoDOT reserves the right to establish the method to be used in determining the award.
- 3.1.10 Open Competition / Request for Bid Document:
 - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the 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 the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

4. PRICING

4.1 The bidder shall provide firm, fixed pricing in the table below for the original contract period for providing the herbicide in accordance with the provisions and requirements of this RFB. All costs associated with providing the herbicide, shall be included in the pricing stated below.

Description	Ingredients	Price per Ounce
OUST EXTRA <i>64 ounce (4 pound containers)</i>	<i>56.25% sulfometuron methyl, 15% metsulfuron methyl</i>	

4.2 **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 **current 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 current contract period.

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

Company _____ Signature _____

District Delivery Location Information

DELIVERY LOCATION	DISTRICT	CONTACT PERSON	
4718 S 169 Highway St. Joseph, MO 64507	Northwest	Bill Bledsoe 816-387-2955 / 816-271-6935	
1711F Highway 61 South Hannibal, MO 63401	Northeast	Jeff Stewart 573-406-7375	
9101 E 40 th Terrace Kansas City, MO 64133	Kansas City	Danny Woods 816-803-2527	
MoDOT Drive 830 Dock AA Jefferson City, MO 65109	Central	Derek VanLoo 573-526-6956	Lucas Ruppel 573-690-4946
6138 Wilson Ave. St. Louis, MO 63139	St. Louis	Stephanie Austin Rashid 314-301-1439	Chuck Wills 314-713-6270
3025 E. Kearney Springfield, MO 65801	Southwest	Andy McNeill 417-895-7945	Mike McCormick 417-766-3786
3956 East Main Willow Springs, MO 65793	Southeast	James Bradford 417-252-0589 / 417-469-9005	
111 Edwards Sikeston, MO 63801	Southeast	Mark Aufdenberg 573-380-4579	

SPECIAL NOTE:

There will be instances when delivery of herbicide will need to be direct to a Maintenance Facility. That information will be provided at the time of the order.

NOTICE TO BIDDERS

"COMMUNITY RIGHT TO KNOW LAW"

In order to implement provision of **Sections 292.600 - 292.620, RSMo.** (1985 Supp.) relating to the communities and employees right to information concerning "**toxic substances in the workplace**" the Missouri Department of Transportation is required to furnish "**Material Safety Data Sheets**" to local fire departments and to the Department of Health.

If the product(s) the bidder proposes to furnish in response to this document contains a "toxic substance" as defined by **Section 292.600 RSMo.** (1985 Supp.), check mark **YES** and attach a current "**Material Safety Data Sheet**".

YES _____

NO _____

Signed _____

Title _____

Company _____

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

COOPERATIVE AGREEMENT NOTICE

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

Each bidder is asked to indicate below whether they would be willing to offer **Herbicide - Oust Extra** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Herbicide - Oust Extra** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

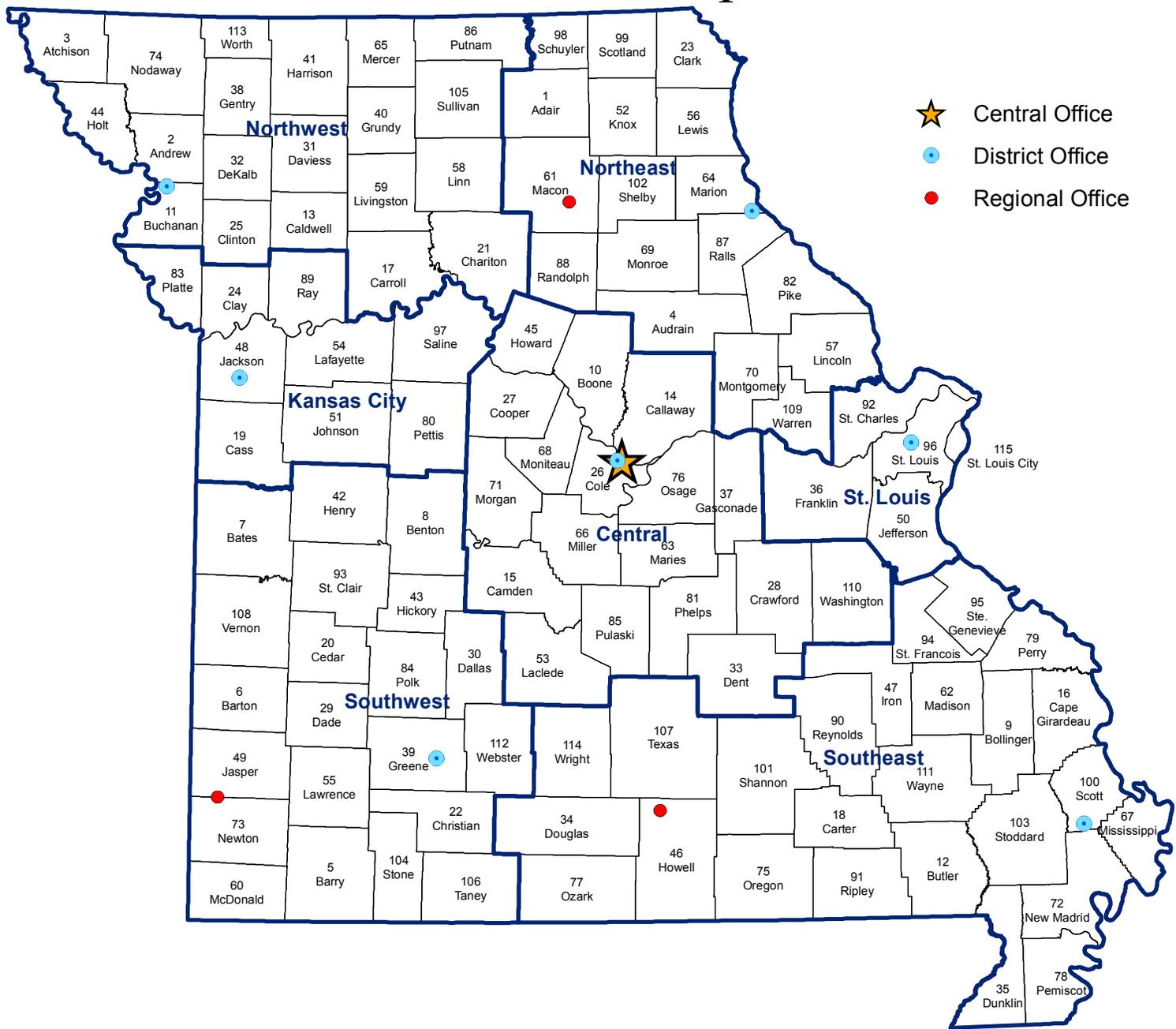
SIGNATURE _____

TITLE _____

DATE _____

Bidder should complete the appropriate sections above and submit this form with bid response.

Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Stoddard	100	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			



Missouri Highways and Transportation Commission
Standard Bid/Proposal 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/Proposal 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.

SPECIAL TERMS AND CONDITIONS

Additional Info - Holidays

- a. The following days shall be construed as **official holidays** under the terms of the contract:

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

- b. 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**.