



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES \$25,000.00 AND HIGHER
 THIS IS NOT AN ORDER**

REQUEST FOR 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: 12/31/09 | SEALED BIDS DUE BY (DATE AND TIME): 1/11/2010 1:00 PM CST | F.O.B. REQUIREMENTS: FOB DESTINATION MODOT D5 SIGNING |
| TO BE DELIVERED/COMPLETED NO LATER THAN: SPECIFY TIME BELOW | QUOTATION #: D5-10-053B THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. | BUYER NAME: SHELDON REDEL PHONE NUMBER: 573-751-7708 FAX NUMBER: 573-526-6796 |
| District Mailing Address: (Return Sealed Bids to:) MODOT – District 5 1511 Missouri Blvd Jefferson City, MO 65102 | | Delivery Location MODOT – D5 Signing/Striping 740 MoDOT Dr. Jefferson City, MO 65102 |

| Quantity | U/M | DESCRIPTION (Including size and/or part #'s) | Unit Price | Delivery |
|-----------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|
| Unlimited | EA | <p>The Missouri Department of Transportation (MoDOT) is seeking to establish a unit price (per each) for Slip Bases for Telespar Posts –</p> <p>Products must be approved for use on the Approved Products List for Highway Signing Equipment and be NCHRP-350 Compliant (See attached Approved Products list and drawing).</p> <p>MoDOT uses 2.5" inch O.D. and 2.25" I.D. telespar posts. The approved Slip Bases bid must be 'Custom Fit' and ready to use to accommodate our telespar posts securely. Slip bases can be made to receive the post or to slip over the post.</p> <p>MoDOT may purchase slip bases with 2 1/2" x 2 1/2" x 7 ga. steel tubing insert @ 6" long and/or 2" x 2" x 7 ga. steel tubing insert @ 6" long. Tubing insert size will be specified at time of order.</p> <p>Unit price shall include shipping costs.</p> <p align="right">BID PRICE \$</p> <p align="right">Renewal Price \$</p> <p>MoDOT Commodity Code: 8013023206</p> | | |

Contract Period

Pricing shall be good until January 15, 2011 with the option of a one (1) year renewal through January 15, 2012.

Award

Award will be made on an “All or Nothing” basis using the “lowest and best” principle of award.

All bidders are required to submit literature on the item being submitted for bid. Any bidder not meeting the listed minimum specifications will be considered an ‘Irregular Bid’.

There is no guarantee to the exact quantity that will be purchased, throughout the contract period.

Contacts

For questions regarding the Approved Products list, please contact Patrick Hake at 573-751-3320.

Any other questions regarding this bid, please contact Sheldon Redel at 573-751-7708.

Other Notes

All vendors must be House Bill 600 compliant Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.

Awarded vendor must also be in Good Standing with the Secretary of State’s Office. Their phone number is (573) 751-4936.

VENDOR NAME:

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

| | |
|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Vendor Name/Mailing Address: | Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #: |
| Printed Name and Title of Responsible Officer or Employee: | Signature: |
| Is your company registered/certified with the State of Missouri as a (please circle): | |
| MINORITY BUSINESS ENTERPRISE (MBE) ? | YES NO |
| WOMEN BUSINESS ENTERPRISE (WBE) ? | YES NO |
| Would your company like information on becoming a registered/certified MBE/WBE vendor? | YES NO |

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.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

| Item (or item number) | Location Where Item Manufactured or Produced |
|-----------------------|----------------------------------------------|
| | |
| | |
| | |
| | |

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

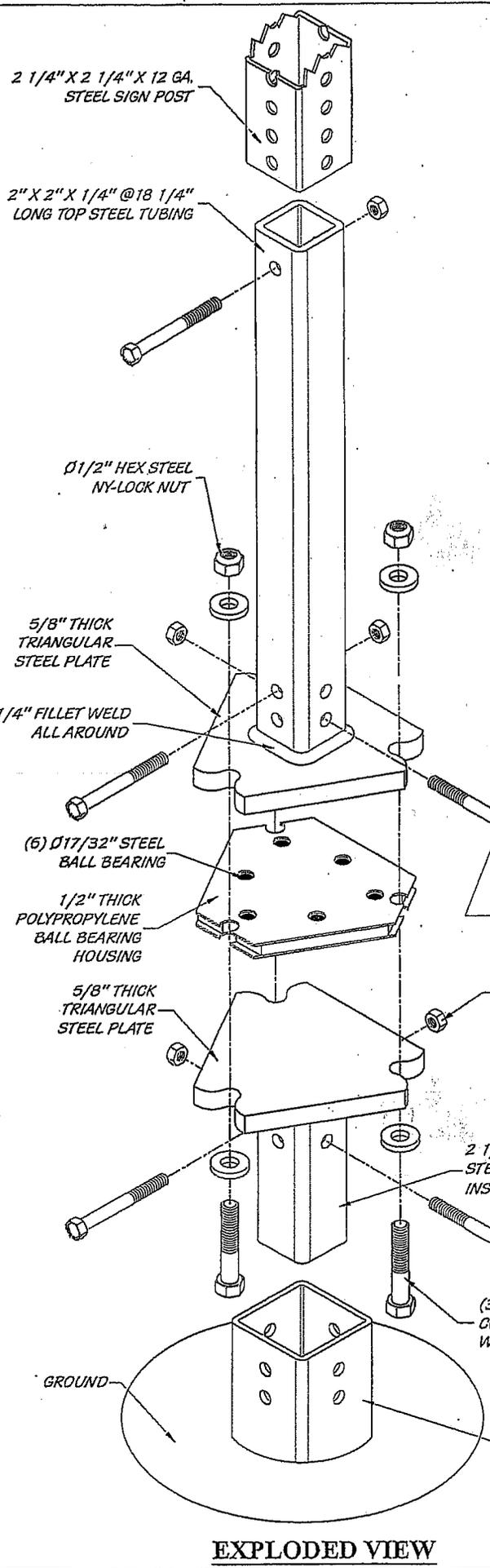
By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

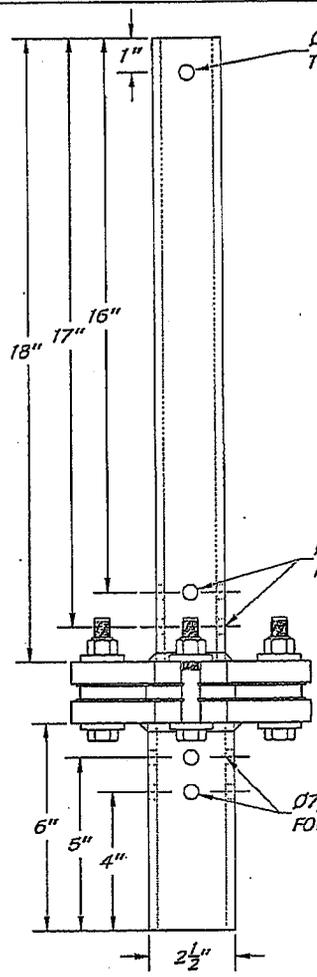
| | |
|-------------------|-------------------------------------------------|
| DWG. BY: L.MED | CUSTOMER: |
| DATE: 6-18-06 | DESCRIPTION: THE UH-MATE BREAK-AWAY COUPLING |
| SCALE: NONE | DRAWING #: 507-444E |

UPP
 Ultimate Highway Products, Inc.
 Highway Products
 P.O. BOX 7 - STANTON, CA 90680
 714-484-4254 IN CA 800-479-3783 FAX 714-761-2965
 Web Page http://www.uhp-inc.com

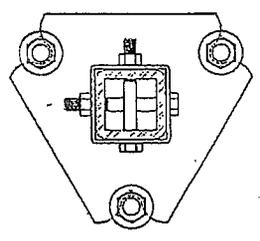
| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |



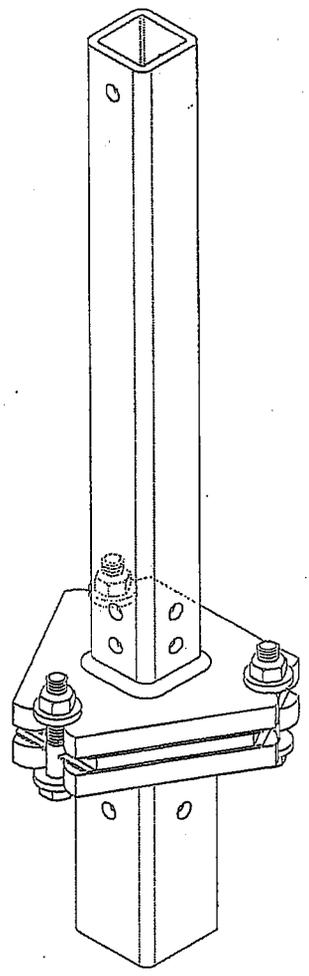
EXPLODED VIEW



FRONT VIEW



TOP VIEW



COUPLING EXPLODED VIEW

MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST FOR HIGHWAY SIGNING EQUIPMENT

I. GENERAL

This Approved Products List (APL) for highway signing equipment contains current pre-approved products for highway signing as well as products currently under evaluation. This list is applicable to department purchases and construction contracts. The list includes products that have been approved for use based on satisfactory performance during a specified test period as well as products that are currently under evaluation. Products designated as "approved" have undergone sufficient field testing to be considered acceptable for use at any time. Products designated as "under evaluation" are currently being evaluated in the field and should only be used during a coordinated field test of the product. All field tests of new products or pending products should be arranged with Central Office Traffic.

The department frequently tests new products and equipment for highway signing. These new products may be installed on a construction project or used for normal department installations and maintenance. Vendors may also submit items, at no cost to the department, for the test period. Only a limited number of units will be accepted for test statewide until the product is added to the Approved Products List. A vendor wishing to initiate a test on a new product shall submit a Product Evaluation Request Form – Highway Signing. Copies of this form can be obtained from our website at www.modot.state.mo.us or contact MoDOT Central Office Traffic. Minor model changes of previously approved products do not require a new evaluation period, although the vendor shall submit specification sheets and a sample of the product for the Department to inspect. Any modifications determined to potentially alter the performance of the product may require the product to undergo additional field testing and evaluation.

All product evaluations are coordinated through MoDOT Central Office Traffic. The vendor supplying the equipment shall provide equipment specifications and a certification that the equipment meets department specifications before the test is performed. The equipment is tested for the period specified by Central Office Traffic (typically one year). Products that are not performing satisfactorily will be left off of the list. Products that were previously approved that begin to perform unsatisfactorily will be removed or replaced with an approved product if the vendor cannot provide timely correction of the problem.

If a vendor is proposing a product that does not meet department specifications, an explanation of why the product meets or exceeds the current specifications must be provided by the vendor in writing to Central Office Traffic. If approved, the product may be tested for the specified period as described above. If the product is satisfactory, the Department will consider a revision to the applicable specifications. Products will not be added to the Approved Products List that do not meet department specifications.

Products on the APL shall continue to perform satisfactorily. In addition, the vendors shall support the products. Products not performing as required or not supported are subject to removal from the APL.

Grounds for removal of products include but are not limited to:

- Significant change in product specifications or design without notification to the department.
- Failure to correct or replace products that are defective in manufacturing or workmanship.
- Repeated patterns of malfunctions of a product not adequately corrected by the vendor.
- Unreasonable pricing of repair parts or repair work. Repair work not completed in a reasonable time frame.
- Excessive delivery times for new purchases or replacement parts.

Changes in standard specifications may also necessitate removal of specific products from the APL. If this occurs, there will be a grace period where the product will be retained on the list after the specifications are changed. However the product will eventually be removed from the list if it is not revised to meet specifications.

MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST FOR HIGHWAY SIGNING EQUIPMENT

II. PRODUCTS APPROVED FOR USE

Breakaway Devices

| MANUFACTURER | DESCRIPTION, MODEL |
|--------------------------------|-----------------------------------------------|
| Ultimate Highway Products..... | Triangular Slip Base for 2.5" PSST, Slip-Mate |
| Xcessories Squared..... | Kleen Break 425 for 2" PSST, XKB42520-G |

Foundations/Anchors

| MANUFACTURER | DESCRIPTION, MODEL |
|--------------|--------------------|
| None..... | None |

Sign Hardware

| MANUFACTURER | DESCRIPTION, MODEL |
|-------------------------|------------------------------------------------|
| Xcessories Squared..... | Aluminum Post Clamp for 2.5" Pipe, XAPC278RD |
| Xcessories Squared..... | Aluminum Post Clamp for 3" Pipe, XAPC350RD |
| Xcessories Squared..... | Aluminum Post Clamp for 4" Pipe, XAPC450RD |
| Xcessories Squared..... | Aluminum Bar for Post Clamps, XAB750 |
| Xcessories Squared..... | Aluminum Sign Backer Bar, ASB200P1 |
| Xcessories Squared..... | Extruded Panel Clamp for 2" PSST, EPPCS200SQ |
| Xcessories Squared..... | Extruded Panel Clamp for 2.5" PSST, EPPCS250SQ |
| Xcessories Squared..... | Extruded Panel Clamp for 3" Pipe, EPPCS300RD |
| Xcessories Squared..... | Extruded Panel Clamp for 4" Pipe, EPPCS400RD |
| Xcessories Squared..... | Extruded Panel Clamp for 4x4 Wood, EPPCS44W |
| Xcessories Squared..... | Extruded Panel Clamp for 4x6 Wood, EPPCS46W |
| Xcessories Squared..... | Extruded Panel Clamp for 6x6 Wood, EPPCS66W |

Signs

| MANUFACTURER | DESCRIPTION, MODEL |
|--------------|--------------------|
| Tapco..... | Blinkersigns |

MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST FOR HIGHWAY SIGNING EQUIPMENT

III. PRODUCTS UNDER EVALUATION

Breakaway Devices

| MANUFACTURER | DESCRIPTION, MODEL |
|-----------------------------|---------------------------------------------|
| Xcessories Squared..... | Redi-Torque 280 for 2.5" PSST, SB8C-250A-G |
| Northwest Pipe Company..... | S-Q 8" Square Slipbase for 2.5" PSST, 31209 |
| Designovations, Inc | Snap n Safe S250 and S250 S |

Foundations/Anchors

| MANUFACTURER | DESCRIPTION, MODEL |
|--------------|--------------------------------------|
| Tapco..... | V-Loc Anchor for PSST, Model No. 200 |

Sign Hardware

| MANUFACTURER | DESCRIPTION, MODEL |
|-------------------------------------|----------------------------------|
| Dent Breakaway Industries, Inc..... | 3/4" Dent Bolt, #6882 |
| Dent Breakaway Industries, Inc..... | 5/8" Dent Bolt, #6878 |
| Dent Breakaway Industries, Inc..... | 1/2" Dent Bolt, #6874 |
| Dent Breakaway Industries, Inc..... | Fuse Plate for W6x9 Post |
| Dent Breakaway Industries, Inc..... | Fuse Plate for W6x15 Post |
| Dent Breakaway Industries, Inc..... | Fuse Plate for W8x18 Post |
| Xcessories Squared..... | Redi-Torque Bolt Kit, RTSB-MPHDW |

Signs

| MANUFACTURER | DESCRIPTION, MODEL |
|--------------|--------------------|
| None..... | None |

**MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED
PRODUCTS LIST FOR HIGHWAY SIGNING EQUIPMENT**

IV. PRODUCTS REJECTED FOR USE

Breakaway Devices

| MANUFACTURER | DESCRIPTION, MODEL |
|---------------------------|--------------------------------------------|
| Sign Support Systems..... | Break-Out Coupler for 2" PSST, BOS200-12 |
| Sign Support Systems..... | Break-Out Coupler for 2.5" PSST, BOS212-12 |

Foundations/Anchors

| MANUFACTURER | DESCRIPTION, MODEL |
|--------------|--------------------|
| None..... | None |

Sign Hardware

| MANUFACTURER | DESCRIPTION, MODEL |
|--------------|--------------------|
| None..... | None |

Signs

| MANUFACTURER | DESCRIPTION, MODEL |
|--------------|--------------------|
| None..... | None |

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (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 bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his 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 and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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

equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. 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.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Executive Order

- a. 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when

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

the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

1) If attached, the document entitled "MISSOURI SERVICE-DISABLED VETERAN PREFERENCE" should be completed and returned with the solicitation documents.

d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. 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.
- b. 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.
- c. 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.
- d. 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.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.