

Missouri
Department
of Transportation



Kevin Keith, Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, MO 65102
(573) 751-2551
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www.modot.org

July 14, 2011

Addendum to Bid Request 3-110726RJ – TMAs
Addendum 3-110726RJ-01

Line Item #10 (page 16) was inadvertently left out and has now been added to the bid document. Page numbers have been renumbered accordingly.

Attached is the revised RFB document that reflects the change indicated above. **Please make sure you have the correct documents when submitting your bid on July 26, 2011.** If you have any questions about this amendment, please feel free to contact me at 573-526-2744.

Sincerely,

Reva Jones
Senior General Services Specialist

GENERAL SERVICES - FLEET
830 MoDOT Drive, Jefferson City, MO
65102

REQUEST NO.	3-110726RJ
DATE	July 11, 2011
PAGE NO.	1

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

2:00 pm., Local Time, July 26, 2011

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 End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Truck and Trailer Mounted Attenuators

To establish a contract to furnish "truck and trailer mounted attenuators" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, 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: _____
 Telephone No.: _____
 Fax No.: _____
 Federal I.D. No. _____
 Email Address: _____

Firm Name: _____
 Address: _____

 By (Signature): _____
 Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

Missouri Department of Transportation

PURCHASE SPECIFICATIONS FOR TRUCK MOUNTED ATTENUATORS (TMA's) AND TRAILER MOUNTED ATTENUATORS (TrMA's) MEETING NCHRP 350 TEST LEVEL 3 FOR USE BY MoDOT.

Truck Mounted Attenuator (TMA) General Specifications

All Truck Mounted Attenuators, hereinafter referred to as TMA's, shall:

1. Be a model that has been successfully crash tested and certified in accordance with National Cooperative Highway Research Project (NCHRP) 350 Test Level 3 requirement with compatible support vehicle attachment installation as approved by the engineer.
2. Be a model that has been approved by the Federal Highway Administration for meeting NCHRP 350 Test Level 3 crashworthiness.
3. Be a model that has been reviewed and approved by MoDOT. .
4. Be a model that complies with MoDOT's specifications as follows.

COMPONENTS OF TMA SYSTEM

The TMA shall consist of the following basic components:

1. Truck mounting bracket or plate, including any resting and locking brackets for transport. (Components that mount directly to the TMA support vehicle and permits the attenuator to be attached to the bracket or plate in a quick connect/disconnect method.)
2. TMA head frame, support frame assembly, or universal bracket extension required to meet the safety requirements stated in the TMA Manufacturer's literature (the component which is attached to the truck mounting bracket or plate, and supports the attenuating device, and is generally reusable after impact). Vendors should bid their standard support frame. Tailgate mounting systems or other systems should be bid as options or under parts list.
3. Attenuating device (that component which is sacrificed by the impacting vehicle and is not reusable after impact).

DESCRIPTION OF TMA SUPPORT VEHICLE

MoDOT has the need for TMAs to be installed on single and tandem axle trucks. The single axle trucks have 28,000 to 34,000 GVW, tare at 11,000 lbs to 16,000 lbs, and are ballasted to about 19,000 lbs. for TMA applications. The tandem axle trucks have a 42,000 to 62,000 GVW ratings and tare at 18,000 to 26,000 lbs. MoDOT has special applications, such as striping nurse trucks, where TMAs are needed for trucks, which may start the day at 66,000 lbs and end the day at about 24,000 lbs. MoDOT will select the best model to best meet our needs for routine and special operations with consideration of each models recommended capabilities. Vendors shall provide their recommended gross vehicle operating weight range for every model. MoDOT will

consider these operating ranges to meet special needs.

Vendor shall provide a copy of the FHWA approval letter and supporting literature regarding the FHWA approval for each model of TMA.

Vehicle fuel (saddle) tanks are typically mounted on the truck frame located at the cab. The minimum distance from the rear bumper of the truck to the rear of the fuel tank is approximately 112 inches.

DESCRIPTION OF TMA SYSTEM

SUPPORT VEHICLE VERSATILITY

Any truck-mounting bracket or plate permanently attached to the TMA support vehicle intended to accommodate the TMA shall permit the pintle hitch to remain on the TMA support vehicle, and not have any portion of the bracket extend beyond the bed of the support vehicle (that might interfere with slip in salt spreaders).

MoDOT has a few regions that utilize under tailgate spreaders having brine tanks mounted on the tailgates. Vendors should list mounting extensions in their parts list to accommodate the use of TMAs on these types of trucks.

MoDOT continues to consider other enhancements to TMA systems which include extensions which allow an operator to stand between the TMA and the truck to hand set and pick up traffic cones. Vendors should list this system with their parts lists.

MOUNTING SIMPLICITY

The TMA must have the capability to be attached to or removed from the support vehicle without the aid of additional transfer or lifting equipment and be able to be moved on its own support system, consisting of a sufficient number of hand crank wheel jacks with swivel casters. Wheel jacks on the attenuator shall be swivel or retractable. The jacks shall not interfere with the operation of the unit, nor cause the unit to be illegal in width. If the wheel jacks are intended to be removable, they shall be quick connect/disconnect. If the wheel jacks are intended to be retractable, they must retract in a manner such that the bottom of the wheel on the jack does not extend below the bottom of the TMA.

ELECTRICAL/LIGHTING SYSTEM

Electrical power for the stop, turn and tail lights on the TMA shall be via a 7-pin male connector (SAE J560 Standard, most recent revision) on the TMA to fit a 7-pin female connector on the rear of the support vehicle. The power requirements of the TMA shall be compatible with the 12-volt electrical system of the TMA support vehicle. Each TMA shall be equipped with a four lamp stop, turn and tail lighting system and a standard three lamp identification light bar system, configured in such a manner as to provide proper lighting when the attenuator is in the horizontal (protective) mode or in the vertical (traveling or non-protective) mode. Turn signal lights on the TMA shall operate independently of the brake lights. All wiring terminal connections shall be crimped, soldered, heat shrink and with weatherproof connectors.

MAXIMUM DIMENSIONS

The overall width of the TMA assembly shall not exceed eight (8) feet (Legal width). The overall height in the vertical position (traveling mode or non-protective mode) shall not exceed thirteen (13) feet six (6) inches (Legal height).

TMA CONTROLS

POWER UP/DOWN

For bidding purposes, the TMA shall be equipped to raise and lower by an independent self-contained system powered by the truck electrical system. Option A is intended to delete this electric over hydraulic lift system and use the standard snow plow lift hydraulics, which are on most all trucks.

The typical MoDOT hydraulic system includes two valves, which normally control the front snowplow lift (single acting) and reversing (double acting) functions at 3 to 8 G.P.M. The valves are spring return to neutral with adjustable section flow compensator. Either or both can be used to operate the TMA. MoDOT installs some TMA's on trucks that do not have on-board hydraulics.

If the truck electrical system is used to power the raise and lower mechanism, adequate safe guards must be included in the control system to prevent a direct short from damaging the truck or the truck electrical system. The TMA supplier shall provide any electrical cables or components needed for controlling the raising and lowering function of the TMA.

IN CAB CONTROLS

A locking device is required for securing the TMA unit in place for transport in the vertical position (traveling or non-protective mode) and must be capable of being controlled from inside the cab of the TMA support vehicle. The TMA shall have the capability of being raised from the horizontal position (protective mode) to the vertical position (traveling or non-protective mode) and vice versa from the cab without the need to manually release or set any locking device. The TMA manufacturer shall supply any in cab remote control locking devices that are separate from the hydraulic controls of the MoDOT vehicle of choice as part of the bid. Any remote control locking device must be easily installed and removable such that the TMA can be used on different MoDOT vehicles. Vendor can quote an option to delete any hard-wire controls and substitute wireless systems in their tabulation of parts with pricing.

COMBINATION TMA WITH ARROW BOARD

MoDOT routinely bids and contracts arrow boards. Some TMA vendors provide TMA systems which incorporate arrow boards. Vendors can provide quotes for TMA / arrow board combinations, but any proposed arrow boards should be quoted in the parts lists with detailed information. These will be considered and approved under current arrow board specifications.

FINISH

EXTERIOR

Exterior steel surfaces shall be galvanized or finished with a corrosion resistant primer and finish paint coat (either black or chrome yellow). Exterior aluminum surfaces shall be finished with chrome yellow paint.

SPECIAL MARKINGS

The rear face of the attenuator device, when in the horizontal or operating position (protective mode), shall be marked with red and white retroreflective sheeting. The marking shall form a checkerboard pattern consisting of 12" by 12" red squares and 12" by 12" white squares spaced symmetrically starting from the top center.

The rear face of the attenuator device, when in the vertical position (traveling mode or non-protective mode), shall NOT be marked with yellow or black sheeting. The TMA shall be marked with red and white DOT conspicuity tape to simulate the looks of a standard van body trailer when traveling.

FINISHED ASSEMBLY

The TMA manufacturer shall supply all parts necessary to meet this specification and a parts manual showing the different replacement parts that are available for making repairs to the TMA. A simple easy to follow assembly instruction book shall also be provided. The manufacturer shall state the total weight of the complete TMA (this includes all pins, bolts and hardware to mount the TMA unit to the TMA support vehicle).

Trailer Mounted Attenuator (TrMA) General Specifications

All Trailer Mounted Attenuators, hereinafter referred to as TrMA's, shall:

1. Be a model that has been successfully crash tested and certified in accordance with National Cooperative Highway Research Project (NCHRP) 350 Test Level 3 requirement with compatible support vehicle attachment installation as approved by the engineer.
2. Be a model that has been approved by the Federal Highway Administration for meeting NCHRP 350 Test Level 3 crashworthiness.
3. Be a model that has been reviewed and approved by MoDOT. .
4. Be a model that complies with MoDOT's specifications as follows.

COMPONENTS OF TrMA SYSTEM

The TrMA shall consist of the following basic components:

1. TrMA trailer assembly on which the attenuating device is supported and transported by the host vehicle.
2. Attenuating device (that component which is sacrificed by the impacting vehicle and is not reusable after impact).

DESCRIPTION OF TrMA SUPPORT VEHICLE

MoDOT has the need for TrMAs to be installed on single and tandem axle trucks. The single axle trucks have 28,000 to 34,000 GVW, tare at 11,000 lbs to 16,000 lbs. The tandem axle trucks have a 42,000 to 62,000 GVW ratings and tare at 18,000 to 26,000 lbs. MoDOT has special applications, such as striping nurse trucks, where TrMAs are needed for trucks, which may start the day at 66,000 lbs and end the day at about 24,000 lbs. MoDOT will select the best model to best meet our needs for routine and special operations with consideration of each models recommended capabilities. Vendors shall provide their recommended gross vehicle operating weight range for every model. MoDOT will consider these operating ranges to meet special needs.

Vendor shall provide a copy of the FHWA approval letter and supporting literature regarding the FHWA approval for each model of TrMA.

Vehicle fuel (saddle) tanks are typically mounted on the truck frame located at the cab. The minimum distance from the rear bumper of the truck to the rear of the fuel tank is approximately 112 inches.

PINTLE HITCH

Requirements for the pintle hitch eye are as follows:

Maximum x-section: 1 5/8

Minimum eye opening: 3"

Minimum weight rating: 16,000 lb.

MOUNTING SIMPLICITY

The TrMA must have the capability to be attached to or removed from the support vehicle without the aid of additional transfer or lifting equipment and be able to be moved on its own support system. Wheel jacks on the attenuator shall be swivel or retractable. The jacks shall not interfere with the operation of the unit, nor cause the unit to be illegal in width. If the wheel jacks are intended to be removable, they shall be quick connect/disconnect. If the wheel jacks are intended to be retractable, they must retract in a manner such that the bottom of the wheel on the jack does not extend below the bottom of the TrMA.

ELECTRICAL/LIGHTING SYSTEM

Electrical power for the stop, turn and tail lights on the TrMA shall be via a 7-pin male connector (SAE J560 Standard, most recent revision) on the TrMA to fit a 7-pin female connector on the rear of the support vehicle. The power requirements of the TrMA shall be compatible with the 12-volt electrical system of the TrMA support vehicle. Each TrMA shall be equipped with a four lamp stop, turn and tail lighting system and a standard three lamp identification light bar system, configured in such a manner as to provide proper lighting when the attenuator is in the horizontal (protective) mode or in the vertical (traveling or non-protective) mode. Turn signal lights on the TrMA shall operate independently of the brake lights. All wiring terminal connections shall be crimped, soldered, heat shrink and with weatherproof connectors.

MAXIMUM DIMENSIONS

The overall width of the TrMA assembly shall not exceed eight (8) feet (Legal width). The overall height shall not exceed thirteen (13) feet six (6) inches (Legal height).

COMBINATION TrMA WITH ARROW BOARD

MoDOT routinely bids and contracts arrow boards. Some TrMA vendors provide TrMA systems which incorporate arrow boards. Vendors can provide quotes for TrMA / arrow board combinations, but any proposed arrow boards should be quoted in the parts lists with detailed information. These will be considered and approved under current arrow board specifications

FINISH

EXTERIOR

Exterior steel surfaces shall be galvanized or finished with a corrosion resistant primer and finish

paint coat (either black or chrome yellow). Exterior aluminum surfaces shall be finished with chrome yellow paint.

SPECIAL MARKINGS

The rear face of the attenuator device, when in the operating position (protective mode), shall be marked with red and white retroreflective sheeting. The marking shall form a checkerboard pattern consisting of 12" by 12" red squares and 12" by 12" white squares spaced symmetrically starting from the top center.

FINISHED ASSEMBLY

The TrMA manufacturer shall supply all parts necessary to meet this specification and a parts manual showing the different replacement parts that are available for making repairs to the TrMA. A simple easy to follow assembly instruction book shall also be provided. The manufacturer shall state the total weight of the complete TrMA.

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 The purpose of this Request For Bid (RFB) is to solicit competitive sealed bids from bidders to provide truck and trailer mounted attenuators (TMA, TrMA) for the locations in Missouri (listed on page 19) in accordance with the requirements stated herein. Each bid must be mailed in a sealed envelope to the RFB Coordinator indicated below. Bids can also be hand-delivered in a sealed envelope to the RFB Coordinator. All questions regarding the RFB shall be submitted to Reva Jones. Bids must be returned no later than 2:00 p.m., CDT, July 26, 2011.

RFB Coordinator

Ms. Reva Jones, Senior General Services Specialist
Missouri Department of Transportation
General Services, Fleet Unit
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Phone: 573-526-2744

Fax: 573-526-1218

E-mail: reva.jones@modot.mo.gov

1.2 General Information:

1.2.1 Organization – This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Sheet(s)
- 5) Exhibits
- 6) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide truck and trailer mounted attenuators (TMA, TrMA) on an as needed, if needed basis for the locations in Missouri (listed on page 19), in accordance with the provisions and requirements stated herein.
- 2.1.2 MoDOT does not guarantee how many units will be ordered.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

2.2 Specific Requirements:

- 2.2.1 **Required Specifications** – All equipment bid upon must comply with the specifications included on the pricing pages and any other provisions outlined in the solicitation documents.
- 2.2.2 *All truck and trailer mounted attenuators shall be NCHRP 350 tested for all mandatory and optional offset tests. Approval letters for NCHRP 350 compliance shall be submitted with your bid.*

2.3 Delivery Requirements:

- 2.3.1 The equipment shall be delivered complete and ready for use to the delivery destination. Unless otherwise specified in the bid, all prices quoted by the bidder must be F.O.B. MoDOT with all delivery, handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables.

Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Attn: Stephanie Green
Jefferson City, MO 65102

2.5 Other Contractual Requirements:

- 2.5.1 **Contract Period** - The contract shall commence from the date of award until July 31, 2012 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
 - a. The final expiration date of the contract is 07/31/2015.
- 2.5.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the price for the applicable renewal period stated herein.
 - a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.

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

2.6 Additional Notifications:

2.6.1 Please submit a complete parts and options list with detailed pricing information for each TMA or TrMA your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all TMA or TrMA parts and options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "3-110726RJ TMAs".

- a. Product information, brochures, etc. should be sent electronically to the buyer's e-mail address provided on page 1 of the document.

3.1.2 All bids must be received at the following address no later than July 26, 2011 at 2:00 p.m., CST.

Missouri Department of Transportation
General Services, Fleet Unit
Attn: Reva Jones
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT 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 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise 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 MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Contract Award

- a. This is a multiple award bid and there will be no one bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the lowest and best bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of snowplows. This bid will not be awarded solely based on low price per delivery destination.

3.1.6 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the MoDOT and as indicated in the Terms and Conditions.

Pricing Pages

ITEM #1 - New, Energy Absorption Systems Inc. Model Alpha 100k 8190 (or a comparable make/model) truck mounted attenuator meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #2 - New, Energy Absorption Systems Inc. Model Safe-Stop 8290 (or a comparable make/model) truck mounted attenuator meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Optional Attachment Hardware for the Safe Stop TMA 8290:

Tailgate Mount Assembly, TMA 8290, part # 3524384-000 (complete with underride frame assy.) EACH \$ _____

Universal Interface Plate for above part #3526062-0000 EACH \$ _____

Underride frame Assy. For Tailgate, part #3524390-0000 EACH \$ _____

Vertical Tube Support Tube Support for arrow board to mount to Tailgate Mount Assy. (two req'd), part #3524108-0000.

Delivery will be made approximately _____ days after receipt of order.

ITEM #3 - New, Energy Absorption Systems Inc. Model Safe-Stop 9182 (or a comparable make/model) truck mounted attenuator meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Optional Attachment Hardware for the Safe Stop TMA 9182:

Tailgate Mount Assembly, TMA 9182, part # 3524384-000 (complete with underride frame assy.) EACH \$ _____

Universal Interface Plate for above part #3526062-0000 EACH \$ _____

Underride frame Assy. For Tailgate, part #3524390-0000 EACH \$ _____

Vertical Tube Support Tube Support for arrow board to mount to Tailgate Mount Assy. (two req'd), part #3524108-0000

Delivery will be made approximately _____ days after receipt of order.

ITEM #4 – New, Trinity Industries. Model Syro MPS 350-III (or a comparable make/model) truck mounted attenuator meeting the enclosed Missouri Department of Transportation Specification 350TMA01.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A -- Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #5 – New, Dimensional Products, Inc. Model U-MAD 100K (or a comparable make/model) truck mounted attenuator meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Optional Attachment Hardware for the U-MAD 100K:

Tailgate Mount Assembly, TMA U-MAD 100K, part # DMS-001 (complete with underride frame assy.) EACH \$ _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #6 – New, Traffix Devices, Inc.. Model Scorpion C 10,000 (or a comparable make/model) truck mounted attenuator meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #7 – New, Energy Absorption System Inc. Model Safe-Stop Trailer TMA 9000 (or a comparable make/model) trailer mounted attenuator meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system
EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #8 – New, Safety Trailers Inc. Model TTMA-100 (or a comparable make/model) trailer mounted attenuator meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #9 – New, Traffix Devices, Inc. Model Scorpion (or a comparable make/model) trailer mounted attenuators meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #10 – New, Vorteq Trailer TMA Model VTQ-TL 3xxx w/spare tire (or a comparable make/model) trailer mounted attenuators meeting the enclosed Missouri Department of Transportation Specification 350TMA01A.

NET DELIVERED PRICE to the locations in the State of Missouri (listed on page 19).

Outright Purchase of one to three units per district EACH \$ _____

Outright Purchase of four to six units per district EACH \$ _____

Outright Purchase of more than six units per district EACH \$ _____

For optional items listed below, the TMA and TrMA manufacturer(s) shall provide a factory representative to provide installation with the assembly and hook-up of the units if so requested.

For options B-D, bidders shall comply with the insurance clause on page 3 of the Terms and Conditions.

Option A – Hydraulic power system for use with the truck hydraulic system in lieu of electric power system

EACH \$ _____

Option B Charges for ON-Site Installation of one to three units per district EACH \$ _____

Option C Charges for ON-Site Installation of four to six units per district EACH \$ _____

Option D Charges for ON-Site Installation of more than six units per district EACH \$ _____

Delivery will be made approximately _____ days after receipt of order.

Warranty Information

Standard Warranty: _____

Warranty coverage is as follows: (Example: Bumper to Bumper – What does it cover? What is the coverage period?)

Price: \$ _____

Extended Warranty: _____

Warranty coverage is as follows: (Example: Bumper to Bumper - What does it cover? What is the coverage period?)

Price: \$ _____

Training – A complete list or catalog describing all available training materials related to the items you are bidding should be included in your bid.

All specialty equipment and equipment purchased by MoDOT shall have the minimum vendor training supplied as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
- b. Operator and repair manuals must be hard copy and supplied with each individual unit.

All prices must include completed delivery to any of the below listed destinations in Missouri.

St. Joseph

Macon

Hannibal

Kansas City

Jefferson City

St. Louis

Joplin

Springfield

Willow Springs

Sikeston

Exhibit A

ANTI-COLLUSION STATEMENT

STATE OF _____)

_____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

Exhibit B

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 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 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.

Exhibit C

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.

Exhibit D

Cooperative Procurement

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

Each bidder is asked to indicate below whether they would be willing to offer truck and trailer mounted attenuators (TMAs, TrMAs) 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 truck and trailer mounted attenuators (TMAs, TrMAs) 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 _____

Exhibit E

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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 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.

Definitions:

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.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when 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:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

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

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 <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as M/WBE Information		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

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 <u>not</u> 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: <ol style="list-style-type: none"> 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

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

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.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of **\$100.00 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.**