If you have any questions, please contact:

Procurement Entity	**State of Missouri**
Buyer	**LOGAN WILBERS**
Location	
Phone	
Fax	
E-mail	**Logan.Wilbers@modot.mo.gov**

State of Missouri

Missouri Department of Transportation

Responses are preferred to be submitted electronically via MissouriBUYS, powered by MOVERS.

ATTENTION:
1. After reviewing the solicitation, the vendor must complete and return **all necessary exhibits**. 2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the solicitation's Supplier Response Exhibits, suppliers are encouraged to IMMEDIATELY begin securing these verifications. 3. The supplier must be registered in MissouriBUYS (Powered by MOVERS) **to be considered for contract award.**
INSTRUCTIONS:
1. From the Table of Contents on the left-hand side of this screen, navigate to the Contract Terms section and click the Download Contract button to review the solicitation terms in its entirety. 2. Navigate to the Lines and Requirements sections to review and download any available attachments. 3. Click Create Response to enter your response.

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1 Overview

1.1 General Information

Title	**Graffiti Mitigation Drone**
Synopsis	**The Missouri Department of Transportation has determined that only one source, Aquiline Drones, can provide the Department with the Graffiti Mitigation Drone. The Graffiti Mitigation Drone is proprietary and only available from the manufacturer or a single distributor. The contract period is from Notice of Contract Award through January 12, 2027, with two (2) additional one-year renewal option periods.**
Buyer	**LOGAN WILBERS**
E-Mail	**Logan.Wilbers@modot.mo.gov**
Outcome	**Blanket Purchase Agreement**

1.2 Schedule

Close Date	**11/12/2026 2:00 PM**	Open Date	**11/05/2026 2:00 PM**
Time Zone	**Central Time**		

1.3 Additional Information

Pre-Bid/Pre-Proposal Conference Date and Time	**00+00:00**
Pre-Bid/Pre-Proposal Conference Location	
Tour Date and Time	**00+00:00**
Tour Location	
Tour Contact Name	
Tour Contact Phone #	
Tour Contact Email	
IT Solicitation?	**NON-IT**

1.4 Solicitation Controls

Response Visibility	**Sealed**

1.5 Terms

Agreement Start Date		Agreement End Date	
Payment Terms	**Net 45**	Freight Terms	
Shipping Method		FOB	
Solicitation Currency	**USD (US Dollar)**		
		Price Precision	**2**

1.6 Attachments

File Name or URL	Type	Description
Quote Redacted.pdf	File	
Single Source AD Letter.pdf	File	

2 Requirements

**Response is required*

The vendor should upload the necessary documents requested by MoDOT for the vendors to complete. The response documents include:

1. Exhibit N - Buy American Form

2.1 Section 1. Vendor Response Documents

*1. The following required information should be submitted as an attachment to the submitted bid. The forms, if not attached, to this bid, must be provided upon contract award.

1. Completed and signed forms.
    a. Exhibit N - Buy American Form

Attachments:

File Name or URL	Type	Description
Exhibit N.pdf	File	

Response attachments are optional.

3 Lines

3.1 Line Information

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
1-Graffiti Mitigation Drone		TOTAL			

3.2 Line Details

3.2.1 Line 1 Graffiti Mitigation Drone

Category Name	**25131705 - TARGET OR RECONNAISSANCE DRONES**	
Item		Revision
Allow Alternate Lines	**No**	
Target Minimum Release Amount (USD)		
Start Price (USD)		

4 Contract Terms

Contract Terms and Conditions

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VENDOR RESPONSIBILITY

The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

The State of Missouri's Privacy Policy can be accessed here.

VENDOR'S INSTRUCTIONS

Submission of Proposals

Vendors should complete and attach all applicable exhibits.

MODOT SECTION NUMBERING

Section Numbering

All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.

SOLICITATION REQUIREMENTS

Instructions for Submitting a Response

The Missouri Department of Transportation advertises all bid solicitation documents on the MissouriBUYS Bid Board (https://www.missouribuys.mo.gov). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system. To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (https://missouribuys.mo.gov), clicking the "Supplier Register" button at the top of the page, and completing the Vendor Registration.

IMPORTANT NOTICE TO ALL VENDORS:

The Missouri Department of Transportation prefers receipt of all bid responses as electronic submissions. Hard copy submissions may be permitted based on the circumstances and content of the relevant solicitation with the approval of the buyer five (5) business days prior to the solicitation close date.

The solicitation as it appears digitally on the MissouriBUYS website is the official document of record. It is incumbent on the Vendor to inspect and ensure any downloaded or printed version of the solicitation contains all information, terms and conditions contained in the solicitation as it appears digitally on the MissouriBUYS website. In the event of any dispute regarding the contents of the solicitation, the solicitation as it appears digitally on the MissouriBUYS website shall take precedence and priority over any other downloaded or printed version of the solicitation.

1. MODOT SINGLE FEASIBLE SOURCE

1.1. SFS Notification

The Missouri Department of Transportation has determined that only one source, Aquiline Drones, can provide the Department with the Graffiti Mitigation Drone. The Graffiti Mitigation Drone is proprietary and only available from the manufacturer or a single distributor. The contract period is from date of award through one-year. This determination is in accordance with the following section of 7 CSR 10-11.020(5)(A) and 7CSR10-11.020(5)(B).

1.2. SFS Determination

This Single Feasible Source Determination is made in accordance with the following Code of State Regulation: 7 CSR 10-11.020 Procedures for Solicitation, Receipt of Bids, and Award and Administration of Contracts

(5) The division may waive the requirement of competitive bids or proposals for supplies when the division has determined in writing that there is only a single feasible source for the supplies. Immediately upon discovering that other feasible sources exist, the division shall rescind the waiver and proceed to procure the supplies through the competitive processes as described in this rule.

(A) A single feasible source exists when:

1. Supplies are proprietary and only available from the manufacturer or a single distributor; or
2. Based on past procurement experience, it is determined that only one (1) distributor services the region in which the supplies are needed; or
3. Supplies are available at a discount from a single distributor for a limited period of time.

(B) When the Single Feasible Source procurement method is utilized, the division shall use the following guidelines to support the Single Feasible Source determination:

1. The following guidelines may be utilized to determine if supplies can be purchased as a single feasible source due to being proprietary:
    A. The parts are required to maintain validity of a warranty;
    B. Additions to a system must be compatible with original equipment;
    C. Only one (1) type of computer software exists for a specific application;
    D. Factory authorized maintenance must be utilized to maintain validity of a warranty;
    E. The materials are copyrighted and are only available from the publisher or a single distributor; or
    F. The services of a particular provider are unique, e.g., entertainers, authors, etc.
2. The following guidelines may be utilized if past procurement activity indicates that only one (1) bid has been submitted in a particular region. In these situations the division shall monitor the market for developing competition; and
3. The following guidelines may be utilized to determine if supplies may be purchased as a single

feasible source due to being available at a discount for a limited period of time:

A. The discounted price must be compared to a price established through a reasonable market analysis; and
B. The discounted price should normally be at least ten percent (10%) less than the current contract or other comparable price. A discount of less than ten percent (10%) may be acceptable under appropriate market conditions. The discount should be compared to a price which, where feasible, should be no more than twelve (12) months old.
C. On any single feasible source purchase where the estimated expenditure shall be five thousand dollars ($5,000) or over, the division shall post notice of the proposed purchase. Where the estimated expenditure is twenty-five thousand dollars ($25,000) or over, the division shall also advertise its intent to make such purchase in such places as are most likely to reach prospective bidders or offerors and may provide such information through an electronic medium available to the general public at least five (5) days before the contract is to be let. Other methods of advertisement, however, may be adopted by the division when such other methods are deemed more advantageous for the supplies to be purchased. The requirement for advertising may be waived, if not feasible, due to the supplies being available at a discount for only a limited period of time.

1.3. SFS Contestation

Prospective vendors are requested to provide information regarding their ability to supply the commodities or contractual services described by attaching a response within the SFS Solicitation. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall: provide notice of its intended decision to enter a single-feasible-source purchase contract in the manner specified in Section 7 CSR 10-11.020 (5).

1.4. Personal Privacy Protection Act Notification

MHTC and MoDOT comply with all provisions in the Personal Privacy Protection Act found in section 105.1500, RSMo, and follow practices to keep confidential and sensitive information secure. Bidders acknowledge that submission of information is voluntary and that MHTC is not asking or requiring the submission of "personal information" as defined in the act. By submitting a bid, Bidders and Contractors agree to not to bring a suit against MHTC, or any employees, under section 105.1500, RSMo.

2. MODOT SFS GENERAL TERMS AND CONDITIONS

2.1. 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. Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

1. **Addendum** means a written official modification to an IFB.
2. **Amendment** means a written official modification to a contract.
3. **Attachment** applies to all forms or documents which are included with an IFB to incorporate any

informational data or requirements related to the performance requirements and/or specifications.

4. **Bid end date** and time and similar expressions mean the exact deadline required by the IFB for the receipt of bids.
5. **Contract** means the resulting agreement that has been executed by the successful bidder and the Commission.
6. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.
7. **Invitation for Bid (IFB)** means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
8. **May** means a certain feature, component, or action is permissible, but not required.
9. **Must** means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
10. **Pricing page(s)** applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. Pricing page(s) must be completed and submitted by the vendor with the bid response prior to the specified bid end date and time.
11. **Revised Statutes of Missouri (RSMo)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.
12. **Shall** has the same meaning as the word must.
13. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2.2. Nondiscrimination

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.).

1. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with these nondiscrimination provisions of the Contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
    b. cancellation, termination or suspension of the Contract, in whole or in part.

2.3. Contract/Purchase Order

By submitting a response, 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.

1. The 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 MHTCs acceptance of the bid by post-award contract or purchase order.
2. 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.

2.4. Applicable Laws and Regulations

The Contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all applicable 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.

1. 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.
2. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the state of Missouri.

2.5. Bid Opening

Bid openings are public on the end date and at the opening time specified on the IFB document. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. MHTC will not provide prices or other bid information via the telephone.

1. Bids which are not received in the MHTC office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.

2.6. Evaluation and Award

Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

1. Any pricing information submitted shall be subject to evaluation if deemed to be in the best interest of the MHTC.
2. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the MHTC. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the MHTC.
3. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with all applicable Missouri statutes and Executive Orders.

4. In the event all vendors fail to meet the same mandatory requirement in an IFB, MHTC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, MHTC reserves the right to waive any minor irregularity or technicality found in any individual bid.
5. MHTC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, MHTC may negotiate for the required supplies.
6. When evaluating a bid, the MHTC reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor references, or from any other source.
7. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
8. Any award of a contract shall be made by notification to the successful vendor. MHTC reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the MHTC.
9. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
10. The MHTC posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period of time after bid award.
11. The MHTC reserves the right to request clarification of any portion of the vendor response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
12. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (10).
13. The final determination of contract award(s) shall be made by the MHTC.

2.7. 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, shall be incorporated herein by reference and made a part of the Contract.

1. 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 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.

2.8. Cancellation of Contract

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.

2.9. Preferences

In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10- 11.020(9). Contractors should apply the same preferences in selecting subcontractors.

1. 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.

2.10. 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, or for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

2.11. 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. 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.

2.12. 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. The Contractor shall further understand that the MHTC cannot save and hold harmless or indemnify the Contractor and/or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees performed in connection with the Contract.

2.13. Non-Waiver

If one of the parties agrees to waive its right to enforce any term of the 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 the Contract.

2.14. 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.

2.15. Right of Acceptance and/or Rejection

MoDOT reserves the right to reject any responses, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the response, unit prices will govern.

2.16. Inspection and Acceptance

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

1. 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.
2. 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.
3. The MHTCs right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.17. Invoicing and Payment

The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references 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.

1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MHTC.
2. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
3. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
4. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.
5. The Contractor shall verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at prior to submitting a response. MHTC reserves the right to make contract payments to the Contractor through electronic funds transfer.
6. Upon a separate written request submitted along with the Contractor's response, the MHTC may elect to remit payment to the address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.

2.18. Conflict of Interest

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo,

regarding conflict of interest. Additionally, section 226.090 prohibits any member of the Highways and Transportation Commission, engineer, or other person appointed or employed by the commission from having any direct or indirect pecuniary interest in, or acting as agent for, the sale of road or bridge building material, equipment, tools, machinery, or supplies or in any contract for the construction or maintenance of state highways or bridges, or the financing thereof.

1. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.19. Tax Exempt Status

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the Contract.

2.20. Anti-Discrimination Against Israel Act Certification

1. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
2. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the Contract, then the contractor shall submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
3. If during the life of the Contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
4. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars ($100,000).

2.21. The Domestic Products Procurement Act

This section only applies to commodity purchases greater than $25,000.00. It does not apply when bidding services.

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American

mandate in section 34.353, RSMo, are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit N, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

If the lowest priced bidder qualifies as American-made or in the event of all the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

2.22. Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplaces, including but not limited to the Drug-Free Workplace Act of 1988, and shall ensure that all Contractor employees working on State property will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3. MODOT SFS SPECIAL TERMS AND CONDITIONS

3.1. Increase or Decrease Quantities

The quantities listed are MoDOT's best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities. The final quantity ordered by MoDOT shall be furnished at the unit price bid.

3.2. Insurance - General Delivery / Drop Off Services

The Contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the MHTC, including its members and department employees, against any such loss, damage and/or expense related to performance under the contract. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the MHTC and the Missouri Department of Transportation are protected as an additional insured.

General and other non-professional liability insurance shall include an endorsement that adds the MHTC and the Missouri Department of Transportation as an additional insured.

In the event any insurance coverage is canceled, MHTC must be notified within forty-five (45) calendar days. The address for Additional Insured status on the certificate of insurance or endorsement shall be: MHTC/MoDOT, 105 W. Capitol Avenue, PO Box 270, Jefferson City, MO 65102

3.3. Delivery-Additional Requirements

The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 2 Business Days before starting delivery.

1. Notification should be during normal business hours, at least two (2) business days, before the Contractor desires to initiate delivery.
2. A representative of the Missouri Department of Transportation must be present when items are delivered.
3. No product will be accepted if it has been delivered in the absence of the department representative.
4. No deliveries will be made during the period from 30 minutes before sundown to sunrise. No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the department representative.
5. The following days shall be construed as official holidays under the terms of the contract:
    a. January 1 - New Year's Day
    b. Third Monday in January - Martin Luther King, Jr.s Birthday
    c. February 12-Lincoln's Birthday
    d. Third Monday in February - Washington's Birthday
    e. May 8 - Truman's Birthday
    f. Last Monday in May-Memorial Day
    g. June 19th – JuneTeenth
    h. July 4 - Independence Day
    i. First Monday in September - Labor Day
    j. Second Monday in October-Columbus Day
    k. November 11 - Veteran's Day
    l. Fourth Thursday in November - Thanksgiving Day
    m. December 25 - Christmas Day
6. When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
7. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.
8. During construction/maintenance seasons, many maintenance buildings work four day, ten hour shifts and deliveries may not be made on the off days for those buildings.

3.4. Contract Period

The contract period will be from Notice of Contract Award through January 12, 2027 with two (2) additional one-year renewal option periods or any portion thereof. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the IFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

3.5. Renewal Period

The contract shall not bind, not purport to bind, the MHTC for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or any portion thereof. In the event the Commission exercises its options to extend the contract, such extension must be accomplished by a formal contract amendment approved and signed by representatives of the Offeror and Commission, respectively, each of whom being

duly authorized to execute the contract amendment on behalf of the Offeror and Commission, respectively.

3.6. 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. The Contractor shall understand and agree, MoDOT's decision shall be final and without recourse.

1. No price increase shall be granted during the first six (6) months of the original contract period, or if applicable, first six (6) months of a contract renewal or escalation.
2. No price increase shall be granted on goods or services already obligated by a Purchase Order or State issued P Card.