

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
PROCUREMENT  
600 NE COLBERN ROAD  
LEE'S SUMMIT, MO 64086

REQUEST NO.	KC-B16-005
DATE	October 1, 2015
PAGE NO. 1	NO. OF PAGES 10

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

**October 20, 2015 at 1:00 PM CT**

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

**BID TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Missouri Department of Transportation  
Attn: Gary Covey  
2050 NE Independence Avenue  
Lee's Summit, MO 64064

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Judy M. Franke, CPPB

**BUYER TELEPHONE:** 816-347-4111

**SUPPLIES OR SERVICES**

This document constitutes a Request for Bid (RFB) and solicits competitive sealed bids from qualified bidders to provide **Telecom and Data Supplies** related to the fields of traffic monitoring, security and alarms. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

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.

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

**It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.**

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above invitation for bids, 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.:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_  
**Title:** \_\_\_\_\_

Is your firm MBE certified?  Yes  No  
Is your firm WBE certified?  Yes  No

## 1. Introduction

- 1.1 This solicitation seeks bids from qualified organizations to provide Telecom and Data Supplies related to the fields of traffic, monitoring, security and alarms in the Kansas City Region with an effective contract period of Date of Award through December 31, 2016 to the Missouri Department of Transportation (MoDOT).
- 1.2 In the event the contractor requests a price increase during the contract 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 for a price increase, 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. No price increase shall be granted during the first 6 months of the original contract period

## 2. Renewal

- 2.1 Any future or renewal purchases for small telecom or data related supplies that would be needed to maintain KC Scout's ITS System (not listed on the "Pricing Page") MoDOT reserves the right to request a quote from the "Awarded Vendor" for such parts. Pricing will be evaluated before orders are placed using MSRP — a price at which the item the manufacturer suggests the item be priced by a retailer. This will allow MoDOT and the "Awarded Vendor(s)" to agree upon quoted prices (higher or lower than MSRP, commonly lower) to ensure MoDOT is receiving a competitive price for supplies in the future and during renewal periods. This will allow MoDOT the means to order new parts, as needed, when needed for the system.
- 2.2 The contract shall commence from the Date of Award through December 31, 2016 using the firm fixed prices entered on the below "Pricing Pages" with up to two (2) additional one-year renewal options available where MSRP pricing will be taken into account, per quote acquired. If the option for renewal is exercised, 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 and must be agreed upon by both parties.

## 3. Quantities

- 3.1 **No estimated quantities are included as a part of this bid. Items will be ordered by the district on an as needed, when needed basis.** Historical usage when available is listed on the pricing pages as an estimate ONLY. Quantities may increase or decrease from year to year depending on equipment failure, budget, etc. at the time. Annual budget at this time is around \$200,000.00 (estimate).

## 4. Delivery

- 4.1 All products must be received at the specified destination within 30-45 calendar days after the date of order.
- 4.2 Failure to deliver products in the specified delivery time will give MoDOT, at its discretion, the right to cancel the remainder of the contract without being considered in breach of contract and without any additional payment to the bidder.

## 5. Liquidated Damages

- 5.1 In the event the successful Contractor fails to deliver 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 five percent (5%) per day, per order**, 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. **Liquidated damages are not to exceed eighty percent (80%) of the value of the total order.**
- 5.2 **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.
- 5.3 The assessment of liquidated damages is at the discretion of the receiving district.

## 6. Bid Submission

- 6.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 600 NE Colbern Road, Lee's Summit, MO 64086, no later than **1:00 p.m., CT, October 20, 2015.**

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Judy M. Franke, CPPB

600 NE Colbern Road                      Mailing Address  
Lee's Summit, MO 64086

2050 NE Independence Ave.              Physical Address  
Lee's Summit, MO **64064**

- 6.2 All bids must be received in a sealed package clearly marked **“KC-B16-005 Telecom and Data Supplies”**
- 6.3 **MoDOT reserves the right to reject any and all bids for any reason whatsoever.**
- 6.4 **Bid Review** - Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest responsive bid.
- 6.5 **Open Competition/Request for Bid Document** - 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 the MoDOT [Judy.Franke@modot.mo.com](mailto:Judy.Franke@modot.mo.com), unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.
- 6.6 **Cost Determination** – The low bid shall be determined by reviewing the line items in each group to ensure pricing was submitted on all items. **A sum of the unit prices within a group will determine the total award for that group.**
- 6.7 **Contract Award** - The contract will be awarded to the lowest responsive bidder determined as specified above.
- Award of this bid will be made on a **“Group-By-Group”** basis and by using the “lowest and best” principle of award, providing the prices are acceptable to MoDOT.
  - To be considered responsive for a group, pricing must be submitted on all items within a group.***
  - Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for the bidder to check the website for bid results.
  - In the event of tie low bids, MoDOT reserves the right to establish the method to be used in determining the award.

### **CLARIFICATION on any of the supplies listed on the below “Pricing Pages” contact:**

Gary Covey, KC Scout, Technical & Project Management Support  
Office: 816-347-2240  
Cellular: 785-221-2912  
E-mail: [Gary.Covey@modot.mo.gov](mailto:Gary.Covey@modot.mo.gov) cc: [Judy.Franke@modot.mo.gov](mailto:Judy.Franke@modot.mo.gov)

## PRICING PAGE

The bidder shall provide a firm, fixed price for providing the deliverables in accordance with the provisions and requirements specified herein. Prices must include all associated costs, including delivery through December 31, 2016. Award of this bid is a **“Multi-Award - GROUP by GROUP”** basis using the “lowest and best” principle of award.

**TO BE CONSIDERED RESPONSIVE FOR A GROUP: PRICING MUST BE SUBMITTED ON ALL LINE ITEMS WITHIN A GROUP**

\*\*\*DOUBLE CHECK YOUR INFORMATION ENTERED ON THIS FORM FOR ACCURACY\*\*\*

### Enter Price in Column Labeled “Unit Price” for **One-Unit Only**

Historical usage when available has been listed below as an estimate only.

Quantities may increase or decrease from year to year.

Annual budget is around \$200,000.00 (estimate).

For proper award analysis, all supplies listed within a GROUP must have a unit cost listed for **EACH LINE ITEM** in order to be considered for award “GROUP by GROUP”. If your company does not supply the brand or model listed on a line item within a group, in order to qualify for that group’s award, you must obtain pricing from one of your vendor partners that can supply parts and pricing for your company and list your price accordingly. It’s not necessary to bid on all groups, just the groups your company can supply all parts within that group’s entirety.

Due to supplies within this field continually changing or upgrading to newer versions if you have pricing that needs consideration place those comments in the column marked “Remarks” and we will take into consideration your comments, but final award will be based on the “Unit Price” column and extended total price listed at bottom of each Group. For additional comments that will not fit within the Remarks, feel free to use the Vendor Note’s page below the pricing pages.

All parts **MUST** carry the manufactures warranty (or) a one (1) year warranty, whichever is greatest.  
Warranty shall begin date of invoice. Please list period of warranty in remarks column below.

Item	Unit	Group 1 - AXIS SUPPLIES	Unit Price	Historical Usage	Part Number	Remarks (i.e. discontinued, upgrades, notes, etc.)
001	Ea.	Axis Network <b>Camera</b> , Q6042-E 60 Hz Indoor/outdoor high-speed PTZ dome with 36x zoom		10		
002	Ea.	Axis T8124 High Poe <b>Midspan</b> 5700-401, 60 W		15		
<b>Group 1 TOTAL</b>						

Item	Unit	Group 2 - IMAGE SENSING SYSTEMS SUPPLIES	Unit Price	Historical Usage	Part Number	Remarks (i.e. discontinued, upgrades, notes, etc.)
003	Ea.	RTMS G4 <b>Radar</b> Unit TCP Kit (Option 1 Configuration)		N/A		
004	Ea.	IP Interface <b>Modules</b> (Panel) for G4 Radar Units		N/A		
<b>Group 2 TOTAL</b>						

Item	Unit	Group 3 - INTERNATIONAL FIBER SYSTEMS SUPPLIES	Unit Price	Historical Usage	Part Number	Remarks (i.e. discontinued, upgrades, notes, etc.)
005	Ea.	DE7200S IFS <b>Ethernet 2 Port E-Transceiver</b> Optical Ethernet Media Convert		40		
006	Ea.	D1030 IFS RS232/RS422 <b>Data Transceiver</b> , SM, 2 Fibers		15		
<b>Group 3 TOTAL</b>						

Name of the Bidder’s Firm

Signature of Authorized Representative

Date Signed

**PRICING PAGE (Continued)**

Item	Unit	Group 4 - PELCO SUPPLIES	Unit Price	Historical Usage	Part Number	Remarks (i.e. discontinued, upgrades, notes, etc.)
007	Ea.	Pelco SPECTRA IV DD436SE Series <b>Camera</b> Dome Drive 36X NTSC		15		
008	Ea.	Pelco <b>BB4DOOR ASSY</b> Backbox Door Assembly		30		
009	Ea.	Pelco SPECTRA HQ <b>Lower Dome</b> Blk Pnd Clear LDHQP-1		5		
010	Ea.	Pelco Dome <b>Fan</b> ; Model # BFB0524HH WA01-7054-0022A		5		
011	Ea.	Pelco Dome Fan <b>Controller</b> PA30-0150-60000G		5		
012	Ea.	Pelco Dome <b>Back Board Plastic Holder</b> (BLACK) MF00-7050-C01A		5		
013	Ea.	Pelco <b>Dome Nuts</b> to Mount Black Plastic Unit to Dome ZH10-0104-0401		20		
014	Ea.	Pelco G-CAPTIVE <b>Screw Trim Ring</b> SPECTRA MF02-7050-008B		25		
<b>Group 4 TOTAL</b>						

Item	Unit	Group 5 - REDLINE COMMUNICATIONS SUPPLIES	Unit Price	Historical Usage	Part Number	Remarks (i.e. discontinued, upgrades, notes, etc.)
015	Ea.	Redline Radio <b>License Key</b>		4		
016	Ea.	Redline A2308MFD Flat Panel <b>Antenna</b>		6		
<b>Group 5 TOTAL</b>						

Item	Unit	Group 6 - WAVETRONIX SUPPLIES	Unit Price	Historical Usage	Part Number	Remarks (i.e. discontinued, upgrades, notes, etc.)
017	Ea.	Wavetronix SmartSensor HD WX-SS-125 <b>Radar</b> Unit		17		
018	Ea.	Wavetronix Pole Mounting <b>Bracket</b>		10		
019	Ea.	Wavetronix <b>Wiring Whips</b> 50 Feet		5		
020	Ea.	Wavetronix <b>Wiring Whips</b> 75 Feet		5		
021	Ea.	Wavetronix <b>Click 200</b> Surge Protector		20		
022	Ea.	Wavetronix <b>Click 201</b> AC to DC Power Converter		20		
023	Ea.	Wavetronix <b>Click 301</b> Serial to Ethernet Converter		20		
024	Ea.	Wavetronix WX-SS-B02-0001 <b>Din-Rail Mounting Bracket</b>		15		
025	Ea.	Wavetronix WX-CLK-B02-0001, 19-inch <b>Rack/Shelf</b>		6		
<b>Group 6 TOTAL</b>						

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

***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.***

## VENDOR NOTES

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:						
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>						
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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:  <i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business.</b></i>							
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) 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: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> <i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b></i>		<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**

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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
<i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced.</b></i>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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

**COOPERATIVE AGREEMENT NOTICE**

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

Each bidder is asked to indicate below whether they would be willing to offer **Telecom and Data Supplies** 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 **Telecom and Data Supplies** 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 \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

## 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

### Preferences

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

**SPECIAL TERMS AND CONDITIONS**

**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. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Delivery – Additional Requirements**

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

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

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**.