

BID FORMMISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICESPO Box 270, Jefferson City, MO 65102(Mailing Address)
830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

REQUEST NO.	2-160527RW
DATE	May 20, 2016

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL**2:00 PM, Central Time, May 27, 2016**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
F.O.B. Destination**SIGN AND RETURN BEFORE TIME SET FOR OPENING**

BUYER:	Robin Warren, Sr. General Services Specialist	BUYER TELEPHONE:	(573) 526-7929
BUYER EMAIL:	Robin.Warren@modot.mo.gov		

SUPPLIES OR SERVICESMoDOT is seeking bids from qualified bidders whom can provide **Radios – Mobile and Handheld.*******NOTE: 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 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 order.*

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____		_____
	_____	By (Signature):	_____
Email Address:	_____	Type/Print Name	_____
		Title:	_____

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide **Radios – Mobile and Handheld** throughout the State of Missouri with an effective contract period of Notice of Award through June 30, 2017, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). All questions concerning this RFB are to be directed to RFB Coordinator listed below.

Bids must be returned to the office of the General Services Procurement Division by no later than 2:00 p.m. Central Time, May 27, 2016.

RFB Coordinator:

**Robin Warren, Sr. General Services Specialist
Missouri Department of Transportation
General Services - Procurement**

PHONE: 573-526-7929

EMAIL: Robin.Warren@modot.mo.gov

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide Radios – Mobile and Handheld (hereinafter referred to as “radios”) on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein, and to the sole satisfaction of MoDOT.
- 2.1.2 MoDOT does not have any estimated quantities as a part of this bid, and does not guarantee the purchase of any specific quantities.
- 2.1.3 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of the MoDOT.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the radios required herein.

2.2 Specific Requirements:

All radios shall comply with the attached specifications and any other provisions outlined in the solicitation documents.

2.2 Delivery Requirements:

- 2.3.1 The Bidder shall provide radios as specified herein to the various MoDOT Districts located throughout the State of Missouri. *See attached District Map.*
 - a. Northwest District – St. Joseph, MO
 - b. Northeast District – Hannibal, MO
 - c. Macon Regional Office – Macon, MO
 - d. Kansas City District – Lee’s Summit, MO
 - e. Central District - Jefferson City, MO
 - f. St. Louis District – Chesterfield, MO
 - g. Southwest District – Springfield, MO
 - i. Joplin Regional Office- Joplin, MO
 - j. Southeast District – Sikeston, MO
 - k. Willow Springs Regional Office – Willow Springs, MO
 - l. MoDOT Central Office – Jefferson City, MO
 - o. Other locations as may be required

2.3.2 Specific delivery location will be identified on purchase order.

2.3.3 Items shall be delivered within thirty (30) calendar days after receipt of order (ARO).

2.3 Liquidated Damage Requirements:

- 2.4.1 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 sums noted herein of per day, per item, for each assessable calendar day, is reasonable and the best estimate which the parties can arrive at as liquidated damages. It is therefore agreed that said amounts will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

Saturdays, Sundays, holidays and days shall not be assessable days.

- 2.4.2 Liquidated damages for failure to deliver shall be set at fifty dollars (\$50) per radio unit per day for each day beyond the thirty (30) calendar day delivery period, to be assessed in the event that some or all of the components making up a radio unit are not received by the specified delivery date.
- 2.4.3 In the event that any component of a radio unit received does not comply with the specifications as outlined in the bid documents, the Contractor shall make all corrections necessary to bring the radio unit into compliance. All costs resulting from this necessary repair/replacement shall be borne by the Contractor and shall be performed within fourteen (14) calendar days of its being reported to the Contractor unless otherwise agreed to by the Department's representative. Liquidated damages for failure to provide compliant products of fifty dollars (\$50) per radio unit per day, shall be assessed for each radio unit not in compliance after the fourteen (14) calendar days or the agreed upon deadline.
- 2.4.4 Damages will be limited to fifty percent (50%) of the total contract price. When this amount is reached the Department, at its discretion, reserves the right to cancel the remainder of the contract without being considered in breach of the contract and without any additional payment to the Contractor. Prior to the effective date of cancellation by the Department, the Department will purchase all radio units requested, received and found acceptable, less any liquidated damages as outlined in this section. The Department will apply liquidated damages per location not fulfilled.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The Bidder shall submit an itemized invoice to the applicable requesting MoDOT address.
- 2.5.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.5.3 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 2.5.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.5.7 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to MoDOT's rejection and shall be returned at the Bidder's expense.
- 2.5.8 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from Notice of Award until June 30, 2017 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.6.2 Renewal Periods – If the option for renewal is exercised by MoDOT, the Bidder shall agree that the prices for the

renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.

- a. If renewal percentages are not provided, the prices during the renewal period shall be the same as during the current contract period.
- b. If renewal percentages are provided, the pricing during the renewal period will be calculated against the current contract price.
- c. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a lower price. The Bidder must provide a written request and documentation justifying the need for a price increase. MoDOT will review the written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse.
- d. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

4. PRICING PAGE

4.1 Pricing:

The Bidder shall provide firm, fixed prices in the table below for the original contract period and maximum percentage increase for each potential renewal periods for providing radios in accordance with the provisions and requirements of the RFB. All costs associated with providing the radios shall be include in the prices stated below. *Pricing must be submitted on all line items.*

Item #	Description	Manufacturer and Model #	Unit Price
001	100 Watt Mobile Radio		
002	50 Watt Mobile Radio		
003	Basic UHF Handheld Radio		
004	Basic VHF Handheld Radio		
005	Advanced UHF Handheld Radio		
006	Advanced VHF Handheld Radio		

Total Bid Amount \$_____

4.1.1 Renewals

1st Renewal Period Maximum Increase _____ %

2nd Renewal Period Maximum Increase _____ %

3rd Renewal Period Maximum Increase _____ %

4.1.2 In the event the department exercises its option to purchase additional accessories and equipment as available in the Bidder’s product catalog, the Bidder will be required to offer all accessories and equipment to MoDOT with the below listed discount. ***Bidder shall provide MoDOT with access to listed pricing.*** This is a minimum, guaranteed discount. MoDOT reserves the right to discuss additional discounts based on the quantity of any products purchased from the Bidder’s catalog.

_____ % Discount off of the Manufacturer’s Current Catalog List Price

Bidder must provide a percentage off discount as part of this bid, even if that discount is 0%.
The determination of lowest, responsive bid will not include an evaluation of the discount offered.

_____ Company Name

_____ Signature

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

COOPERATIVE PROCUREMENT

The Missouri Department of Transportation 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 **Radios – Mobile and Handheld** 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 Missouri Department of Transportation 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 **Radios – Mobile and Handheld** meeting the Missouri Department of Transportation 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 Missouri Department of Transportation 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 Bidder should complete the appropriate sections of the form and submit with their bid.)

MISSOURI DEPARTMENT OF TRANSPORTATION TWO WAY RADIO SPECIFICATIONS

This specification covers requirements for all mobile and handheld radios for operation with MoDOT's two way radio system.

GENERAL SPECIFICATIONS

Type Acceptance

All two way radios shall be shall by type accepted for use with 47 CFR Part 90 and shall be compliant with all applicable Part 90 requirements including narrow band operation.

General Features

- MEMORY BACKUP. All radios shall have a non-volatile memory that retains all programming and status without a battery.
- CTCSS and DCS CIRCUITRY. All receivers and transmitters shall be equipped with continuous tone coded squelch system (CTCSS) and Digital Coded Squelch (DCS) capability programmable by channel and capable of independent settings for transmit and receive for each channel. Tones shall be continuously transmitted with the carrier frequency. The CTCSS capability shall be equipped with squelch tail elimination (STE) feature.
- PROGRAMMING CAPABILITIES. All radios shall be programmable from a personal computer using a USB port and shall be able to transfer or clone its information to or from another like unit using a connecting cable between radios.

Power Amplifier Specifications

- HIGH SWR. All radios shall have shutdown circuits to guard against reflected power from a shorted or missing antenna, excessive SWR, or excessive heat. If shutdown circuits are not present, the design of the final power amplifier transistors and their associated components shall be such that they will not be damaged should the transmitter be operated with a shorted or missing antenna.
- HEAT MANAGEMENT. The power amplifier heat sink shall be of adequate design to cool the amplifier without a cooling fan. No cooling fans will be allowed on radios.
- TIME OUT TIMER. The transmitter shall have a time-out-timer to shut down the transmitter if on continuously for approximately 60 seconds and send an alarm to the operator after the transmitter is shut down until the push-to-talk is released.

Programming Cables and Software

One programming cable, one cloning cable and one copy of the programming software with license key shall be furnished to each delivery location at no additional charge upon first time delivery to that location per type of radio (up to 11 total per type of radio). The bidder shall include a programming manual with each software package.

Manuals and Documentation

The following manuals and documentation shall be provided.

- OPERATING MANUAL. One operating manual shall be delivered with each radio. At a minimum, the manuals shall include information on installation, setup, configuration and programming (if applicable), operating guidelines, safety, and connections. The cost of the operating manuals shall be included in the bid price.
- SERVICE MANUAL. Hard copy service manuals showing all circuits, part numbers, part installations, operating voltage, theory of operation, programming, and maintenance procedures shall be furnished at no additional charge. One (1) hard copy service manual shall be furnished to each delivery location upon first time delivery to that location (up to 11 total).

One (1) electronic service manual copy shall be provided to Central Office for use/distribution statewide.

- SERVICE BULLITENS. Service bulletins shall also be provided, at no additional charge, to each delivery location and to Central Office for a minimum of seven (7) years from the date of the purchase order. The service bulletin shall show all updates pertaining to maintenance of the units.

Programming and Software

Each unit shall be delivered pre-programmed. Programming shall be as shown in Appendix A unless otherwise indicated on the purchase order. Each unit shall be programmed with a home channel as specified by the recipient.

Programming software shall be compatible with Windows 7 and license keys shall be provided as needed for delivery locations as specified above. Radio Programming cables shall be compatible with USB 2.0. The Department shall receive all software updates for a minimum of five (5) years from the date of purchase order at no charge to the Department.

Optional Equipment and Accessories

The Department shall have the option to purchase additional parts and accessories at the percent discount off of Manufacturer's List Price as indicated on the Pricing Page. At a minimum the following items shall be available.

- Programming cables.
- Tester, if required for troubleshooting or bench work the bidder shall include as a separate bid item the cost of such testers. The bidder shall also provide technical data sheets for the tester.
- Voice-activated with push-to-talk option microphone/headset combination compatible with the unit offered.
- Replacement hand microphone identical to the microphone provided with radio (mobile radios).
- DTMF keypad hand microphone compatible with the unit offered (mobile radios).
- Replacement mounting brackets, hardware and cables (mobile radios).
- A minimum 25 foot control cable meeting the specifications above (100 watt mobile radios).
- Replacement parts identical to that provided with the radio (handheld radios):
 - Speaker/microphone.
 - Batteries.
 - Antennas.
 - Chargers.
 - Cases.
 - Belt clips, connection covers and any other user-replaceable parts.
- Vehicle (12 volt) based battery charger (handheld radios).

SERVICE AND SUPPORT

Service

The bidder shall supply location, contact and shipping information for the authorized company or associated service shop where warranty work can be accomplished.

The successful bidder shall also provide contact information (name, address, phone, e-mail) for technical support representative(s). The representative(s) shall be available during normal weekday hours by phone and e-mail to assist with setup, programming, operation and other technical aspects of the equipment. All costs for technical support shall be included in the bid price.

The contractor must make available spare parts for a minimum of seven (7) years from the date of installation as recorded on the installation measurements records.

Warranty

All parts and materials shall be guaranteed to be free from defects or defective workmanship for a minimum of one (1) year from the date of installation or initial operation as recorded by Department staff. For the guarantee limits, it will be considered that all units will be placed in service within twelve (12) months after receipt.

Technical Orientation

The successful bidder shall present a complete course of instruction to the Department's radio maintenance personnel. The course shall cover programming, operation, trouble-shooting, and maintenance of the radio. This course will be held in Jefferson City or other Missouri city at a time mutually agreeable by the bidder and the Department. The bidder shall provide all equipment and instruction materials necessary for the course. This course shall be at no cost to the Department.

MOBILE RADIO TECHNICAL SPECIFICATIONS

GENERAL SPECIFICATIONS

All mobile radio units shall be complete with transmitter-receiver unit, remote mount control head (100 watt only), microphone, external speaker, line filter, cabling, hardware and mobile mount antenna with NMO mount.

POWER REQUIREMENTS

All radios shall operate from the vehicle's 12 volt DC, negative ground electrical system. The radio shall operate without sustaining any memory loss, frequency variation or degradation of any kind when operating from the vehicle's electrical system. Adequate protective devices shall be incorporated into all incoming voltage points to protect the unit from damage from spikes, high-voltage, and all other transients, which may be present or occur in the vehicle's electrical system.

FRONT PANEL CONTROLS

At a minimum *all* of the following front panel controls shall be provided and enough knobs and buttons to allow all of these functions on every radio.

- On-off control
- Volume control, up and down
- Channel control, up and down
- Group/zone up and down
- Scan Button
- Monitor button
- A "Home" button. By pressing the Home button, the radio will bring the user back to a programmable, pre-selected channel in any group.
- A "Transmit" indicator

FRONT PANEL DISPLAY

The radio shall have a lighted LCD display on the front panel. At a minimum this display shall indicate the channel name, the group name/number, and scan status. The display shall be alphanumeric with a minimum of 12 characters for the group and channel name.

OTHER REQUIREMENTS

The radio shall conform to the following additional requirements.

- IGNITION SENSE. The radio shall be furnished with an ignition sense kit that disconnects power to the radio when the vehicles' ignition is turned off unless otherwise specified on the purchase order.
- AUTOMATIC UNIT IDENTIFICATION. All radios shall be equipped with an automatic unit identification system.
- PRIORITY SCAN. The receiver shall be equipped with a priority scan feature.
- ACCESSORY PORT. The radio shall have a separate accessory port to support external devices such as wireless extender microphones, JPS ACU1000 units, terminal node controllers, cross band and in band repeater operation, etc. The following connections/functions shall be available. Functions may be programmable on auxiliary pins.
 - Mic/Transmit Audio input
 - Receive Audio Signal output
 - Receive Detected Audio output
 - PTT (Push To Talk) input
 - PTT output
 - COR (Carrier Operated Relay) output
 - TOR (Tone Operated Relay) output

- Channel Busy output
- Speaker Mute input
- Mic Mute input
- Mic on Hook Sense input
- Switched Battery Voltage (controlled by radio on/off)
- Ground Connections as required

PROVIDED ACCESSORIES

The following accessories shall be included in the bid price of each radio unit.

- MOBILE MOUNT ANTENNA KIT. Each radio shall be provided with 3 dB gain NMO mobile mount whip antenna and a through-hole NMO type antenna mount with a minimum of 15 feet of coaxial cable. The cable shall be equipped with an end compatible with the radio. The antenna shall be designed to operate in the frequency range of the radio.
- HAND MICROPHONE. A heavy-duty mil-spec matched hand microphone shall be provided with each radio. The microphone shall include a matched hanger.
- CABLING. Each radio unit shall be provided with a 15 foot minimum fused power cable, fused ignition sense cable, external speaker cable, remote head cable (100 watt only), and any other cables required for proper operation.
- BRACKETS/HARDWARE. All required mounting brackets and hardware.
- POWER LINE FILTER. The line filter shall be an in-line filter for the DC power cable capable of filtering out alternator and other engine system noises and shall be rated for the power requirements of the radio.

ONE HUNDRED (100) WATT MOBILE RADIO SPECIFIC SPECIFICATIONS

DETAILED SPECIFICATIONS

The radio unit shall meet the following minimum specifications:

100 WATT RADIO GENERAL SPECIFICATIONS	
Channels – Minimum	160
Channel Groups – Minimum	12
Frequency Range – MHz	148-174
Operating Temperature - °C	-30 to +60
Channel Spacing – kHz	25/12.5
Channel Stepping – kHz	5.0/6.25/7.5 or 2.5/5.0/6.25
Current Consumption – Max Amps Standby	0.75
Alphanumeric Display – Minimum Characters	12
Frequency Stability –30°C to +60°C	± .0002 % (2 PPM)
Antenna Impedance	50 Ω
MIL-STD-810E for Low Pressure, High Temp, Low Temp, Temp Shock, Solar Radiation, Rain, Humidity, Salt Fog, Dust, Vibration, Shock	
RECEIVER SPECIFICATIONS	
Sensitivity EIA 12dB SINAD – μV	0.25
Selectivity adjacent channel – dB (Narrow)	80
Intermodulation – dB (Narrow)	75
Spurious and Image Rejection - dB	90
Audio Output 1 kHz, 4 Ohms, 5 % THD – Watts	10
Current Consumption Receive – Max Amps	3.0
TRANSMITTER SPECIFICATIONS	
RF Output Power – Watts	110
Time-out-Timer – Seconds	60 (Adjustable)
Modulation/Deviation – kHz	± 2.5
Modulation Type (Narrow)	11K0F3E
Spurious Response – dB	80
Audio Distortion at 1 kHz	2 % or less
FM Hum and Noise – dB	45
Current Consumption at 110 Watt – Max Amps	25.0

TWO PIECE DESIGN

The mobile radio shall consist of a two piece design with a compact control head for dash mounting, an RF deck with all remaining circuitry and a suitable control cable of 15 feet minimum length between them. The control head, RF deck, cable and all components of the radio shall meet all MIL Standards defined above. RF decks shall be robust in construction for mounting in a remote location, shall be fully dust sealed and shall not require any cooling fans or air flow ports.

MOUNTING

The radio shall be configured for remote mounting of the control head. The radio shall include the following at no additional cost.

- A compact, separate control head with all controls and microphone connection. The head shall be furnished with a bracket and hardware permitting dash mounting for the head unit in department vehicles and trucks.

- The power amplifier deck shall be furnished with a mounting bracket and hardware for remote mounting in a trunk, behind a truck seat or other locations.
- A minimum 15 foot control cable shall be provided. All control cable connections shall be protected with covers to protect them from damage. All hardware, covers, connectors and any other required items shall be provided for complete connection of the cable.

EXTERNAL SPEAKER. Each radio shall be equipped with a heavy duty external speaker. The external speaker shall have a 4 inch round speaker mounted in a matched enclosure and capable of handling a minimum of 30 watts. The speaker shall have a nominal impedance of 4 ohms. The speaker shall produce no noticeable distortion at the maximum volume setting on the radio. The speaker shall be equipped with a mobile mount bracket.

FIFTY (50) WATT MOBILE RADIO SPECIFIC SPECIFICATIONS

DETAILED SPECIFICATIONS

The radio unit shall meet the following minimum specifications:

50 WATT RADIO GENERAL SPECIFICATIONS	
Channels – Minimum	128
Channel Groups – Minimum	12
Frequency Range – MHz	148-174
Operating Temperature - °C	-30 to +60
Channel Spacing – kHz	25/12.5
Channel Stepping – kHz	5.0/6.25/7.5 or 2.5/5.0/6.25
Current Consumption – Max Amps Standby	0.5
Alphanumeric Display – Minimum Characters	12
Frequency Stability –30°C to +60°C	± .00025 % (2.5 PPM)
Antenna Impedance	50 Ω
MIL-STD-810E for Low Pressure, High Temp, Low Temp, Temp Shock, Solar Radiation, Rain, Humidity, Salt Fog, Dust, Vibration, Shock	
RECEIVER SPECIFICATIONS	
Sensitivity EIA 12dB SINAD – μV	0.28
Selectivity adjacent channel – dB (Narrow)	70
Intermodulation – dB (Narrow)	75
Spurious and Image Rejection - dB	90
Audio Output 1 kHz, 4 Ohms, 5 % THD – Watts	4
Current Consumption Receive – Max Amps	1.2
TRANSMITTER SPECIFICATIONS	
RF Output Power – Watts	50
Time-out-Timer – Seconds	60 (Adjustable)
Modulation/Deviation – kHz	± 2.5
Modulation Type (Narrow)	11K0F3E
Spurious Response – dB	70
Audio Distortion at 1 kHz	3 % or less
FM Hum and Noise – dB	45
Current Consumption at 50 Watt – Max Amps	15.0

MOUNTING

The radio shall be configured as a single unit for mounting in the operating area of department vehicles. The radio shall include a radio mounting bracket for dash mounting and all required installation hardware at no additional cost. If the radio model has remote mounting head capability, then the remote mount kit with all required brackets, cables and hardware shall be available as described below under “Optional Equipment and Accessories”.

EXTERNAL AND INTERNAL SPEAKERS.

- Each radio shall be equipped with a heavy duty external speaker. The external speaker shall be mounted in a matched enclosure and capable of handling a minimum of 5 watts. The speaker shall have a nominal impedance of 4 ohms. The speaker shall produce no noticeable distortion at the maximum volume setting on the radio. The speaker shall be equipped with a mobile mount bracket.
- INTERNAL SPEAKER. In addition to the required external speaker the radio shall have a built in speaker capable of adequate audio output in a noisy truck environment.

HANDHELD RADIO TECHNICAL SPECIFICATIONS

GENERAL SPECIFICATIONS

All handheld radio units shall be complete with transmitter-receiver unit, antenna, two batteries and battery charger.

BATTERY AND CHARGER REQUIREMENTS

Each radio shall include two (2) rechargeable Lithium Ion or Nickel Metal Hydride battery packs with a guaranteed minimum 5-5-90 duty cycle at two (2) watts for nine (9) hours. Use of battery savers that disable the receiver shall not be allowed. Each radio shall include a compatible drop-in style battery charger designed for the radio model and battery type. The charger shall be a "smart charger"; the charger shall have an indicator light to show that the battery is charging, shall manage charging so as not to cause damage to the batteries when left in the charger indefinitely and shall have an indicator light to denote a full charge. A drained battery pack shall be fully recharged in a period of less than 10 hours.

PROVIDED ACCESSORIES

The following accessories shall be included in the bid price of each radio unit.

- **ANTENNA.** The antenna shall be a full $\frac{1}{4}$ wave sealed antenna. Shortened or "stubby" antennas will not be allowed.
- **BELT CLIP.** A spring loaded belt clip.
- **CASE.** A durable carrying case (leather or urethane) and a D-clip type belt attachment.
- **SPEAKER/MIC.** An external speaker/microphone that can be attached to a lapel.

BASIC UHF HANDHELD RADIO SPECIFIC SPECIFICATIONS

DETAILED SPECIFICATIONS

The radio unit shall meet the following minimum specifications:

BASIC UHF RADIO GENERAL SPECIFICATIONS	
Channels – Minimum	16
Frequency Range – MHz	450-470
Operating Temperature - °C	-30 to +60
Channel Spacing – kHz	25/12.5
Channel Stepping – kHz	5.0/6.25/7.5 or 2.5/5.0/6.25
Frequency Stability –30°C to +60°C	± .00025 % (2.5 PPM)
Antenna Impedance	50 Ω
MIL-STD-810E for Low Pressure, High Temp, Low Temp, Temp Shock, Solar Radiation, Rain, Humidity, Salt Fog, Dust, Vibration, Shock	
RECEIVER SPECIFICATIONS	
Sensitivity EIA 12dB SINAD – μV	0.28
Selectivity adjacent channel – dB (Narrow)	63
Intermodulation – dB (Narrow)	70
Spurious and Image Rejection - dB	70
Audio Output 1 kHz, 5 % THD – Watts	0.5
TRANSMITTER SPECIFICATIONS	
RF Output Power – Watts	5*
Modulation Type (Narrow)	11K0F3E
Spurious Response – dB	70
Audio Distortion at 1 kHz	3 % or less
FM Hum and Noise – dB	40

*Power output shall be adjustable to 2 Watts.

CONTROLS

At a minimum *all* of the following front panel controls shall be provided and enough knobs and buttons to allow all of these functions on every radio.

- On-off control
- Volume control
- Channel control
- A "Transmit" indicator

BASIC VHF HANDHELD RADIO SPECIFIC SPECIFICATIONS

DETAILED SPECIFICATIONS

The radio unit shall meet the following minimum specifications:

BASIC VHF RADIO GENERAL SPECIFICATIONS	
Channels – Minimum	16
Frequency Range – MHz	148-174
Operating Temperature - °C	-30 to +60
Channel Spacing – kHz	25/12.5
Channel Stepping – kHz	5.0/6.25/7.5 or 2.5/5.0/6.25
Frequency Stability –30°C to +60°C	± .00025 % (2.5 PPM)
Antenna Impedance	50 Ω
MIL-STD-810E for Low Pressure, High Temp, Low Temp, Temp Shock, Solar Radiation, Rain, Humidity, Salt Fog, Dust, Vibration, Shock	
RECEIVER SPECIFICATIONS	
Sensitivity EIA 12dB SINAD – μV	0.28
Selectivity adjacent channel – dB (Narrow)	63
Intermodulation – dB (Narrow)	68
Spurious and Image Rejection - dB	70
Audio Output 1 kHz, 5 % THD – Watts	0.5
TRANSMITTER SPECIFICATIONS	
RF Output Power – Watts	5*
Modulation Type (Narrow)	11K0F3E
Spurious Response – dB	70
Audio Distortion at 1 kHz	5 % or less
FM Hum and Noise – dB	43

CONTROLS

At a minimum *all* of the following front panel controls shall be provided and enough knobs and buttons to allow all of these functions on every radio.

- On-off control
- Volume control
- Channel control
- A "Transmit" indicator

ADVANCED UHF HANDHELD RADIO SPECIFIC SPECIFICATIONS

DETAILED SPECIFICATIONS

The radio unit shall meet the following minimum specifications:

ADVANCED UHF RADIO GENERAL SPECIFICATIONS	
Channels – Minimum	128
Frequency Range – MHz	450-470
Operating Temperature - °C	-30 to +60
Channel Spacing – kHz	25/12.5
Channel Stepping – kHz	5.0/6.25/7.5 or 2.5/5.0/6.25
Frequency Stability –30°C to +60°C	± .00025 % (2.5 PPM)
Antenna Impedance	50 Ω
MIL-STD-810E for Low Pressure, High Temp, Low Temp, Temp Shock, Solar Radiation, Rain, Humidity, Salt Fog, Dust, Vibration, Shock	
RECEIVER SPECIFICATIONS	
Sensitivity EIA 12dB SINAD – μV	0.28
Selectivity adjacent channel – dB (Narrow)	63
Intermodulation – dB (Narrow)	68
Spurious and Image Rejection - dB	70
Audio Output 1 kHz, 5 % THD – Watts	0.5
TRANSMITTER SPECIFICATIONS	
RF Output Power – Watts	5*
Modulation Type (Narrow)	11K0F3E
Spurious Response – dB	70
Audio Distortion at 1 kHz	5 % or less
FM Hum and Noise – dB	43

CONTROLS

At a minimum *all* of the following front panel controls shall be provided and enough knobs and buttons to allow all of these functions on every radio.

- On-off control
- Volume control
- Channel control
- Group/zone up and down
- Scan button
- Monitor button
- A "Transmit" indicator
- A "Home" button. By pressing the Home button, the radio will bring the user back to a programmable, pre-selected channel in any group.
- A numeric keypad

FRONT PANEL DISPLAY

The radio shall have a lighted LCD display on the front panel. At a minimum this display shall indicate the channel name, the group name/number, and scan status. The display shall be alphanumeric with a minimum of 12 characters for the group and channel name.

ADVANCED VHF HANDHELD RADIO SPECIFIC SPECIFICATIONS

DETAILED SPECIFICATIONS

The radio unit shall meet the following minimum specifications:

ADVANCED UHF RADIO GENERAL SPECIFICATIONS	
Channels – Minimum	128
Frequency Range – MHz	148-174
Operating Temperature - °C	-30 to +60
Channel Spacing – kHz	25/12.5
Channel Stepping – kHz	5.0/6.25/7.5 or 2.5/5.0/6.25
Frequency Stability –30°C to +60°C	± .00025 % (2.5 PPM)
Antenna Impedance	50 Ω
MIL-STD-810E for Low Pressure, High Temp, Low Temp, Temp Shock, Solar Radiation, Rain, Humidity, Salt Fog, Dust, Vibration, Shock	
RECEIVER SPECIFICATIONS	
Sensitivity EIA 12dB SINAD – μV	0.28
Selectivity adjacent channel – dB (Narrow)	65
Intermodulation – dB (Narrow)	68
Spurious and Image Rejection - dB	70
Audio Output 1 kHz, 5 % THD – Watts	0.5
TRANSMITTER SPECIFICATIONS	
RF Output Power – Watts	5*
Modulation Type (Narrow)	11K0F3E
Spurious Response – dB	70
Audio Distortion at 1 kHz	5 % or less
FM Hum and Noise – dB	43

CONTROLS

At a minimum *all* of the following front panel controls shall be provided and enough knobs and buttons to allow all of these functions on every radio.

- On-off control
- Volume control
- Channel control
- Group/zone up and down
- Scan button
- Monitor button
- A "Transmit" indicator
- A "Home" button. By pressing the Home button, the radio will bring the user back to a programmable, pre-selected channel in any group.
- A numeric keypad

FRONT PANEL DISPLAY

The radio shall have a lighted LCD display on the front panel. At a minimum this display shall indicate the channel name, the group name/number, and scan status. The display shall be alphanumeric with a minimum of 12 characters for the group and channel name.

APPENDIX A-1
MoDOT Standard Radio Load – VHF Mobile and Handheld Radios

Dist	Group Name	Channel Name	RX Frequency	RX Tone	TX Frequency	TX Tone	Narrow/Wide	Scan
NW	NW	MRTIN	151.1300	141.3	156.1350	114.8	N	Y
		SKID	151.1300	141.3	156.1350	127.3	N	Y
		POLO	151.1300	141.3	156.1350	141.3	N	Y
		STJOE	151.1300	141.3	156.1350	156.7	N	Y
		HARIS	151.0400	141.3	156.0450	179.9	N	Y
		AVLON	151.0400	141.3	156.0450	88.5	N	Y
		TA W	151.1300	141.3	151.1300	141.3	N	N
		TA E	151.0400	141.3	151.0400	141.3	N	N
		C/C 1	151.1300	123.0	151.1300	123.0	N	N
		C/C 2	151.0400	123.0	151.0400	123.0	N	N
	C/C 3	151.0700	123.0	151.0700	123.0	N	N	
NE	NE	MXICO	151.0700	141.3	156.0150	114.8	N	Y
		FARMT	151.0700	141.3	156.0150	127.3	N	Y
		EOLIA	151.0700	141.3	156.0150	156.7	N	Y
		MACON	151.0400	141.3	156.0450	127.3	N	Y
		QNCTY	151.0400	141.3	156.0450	156.7	N	Y
		HANBL	151.0700	141.3	156.0150	179.9	N	Y
		WARREN	151.0700	141.3	156.0150	192.8	N	Y
		TA W	151.0400	141.3	151.0400	141.3	N	N
		TA E	151.0700	141.3	151.0700	141.3	N	N
		C/C 1	151.1300	123.0	151.1300	123.0	N	N
		C/C 2	151.0400	123.0	151.0400	123.0	N	N
	C/C 3	151.0700	123.0	151.0700	123.0	N	N	
KC	KC	POLO	151.0700	167.9	156.0150	141.3	N	Y
		PLATC	151.0700	167.9	156.0150	156.7	N	Y
		AULVL	151.0700	167.9	156.0150	167.9	N	Y
		URICH	151.0700	167.9	156.0150	179.9	N	Y
		KCREG	151.0700	167.9	156.0150	192.8	N	Y
		KCMET	151.1000	156.7	156.0450	118.8	N	Y
		TA	151.0700	167.9	151.0700	167.9	N	N
		TA M	151.1000	156.7	151.1000	156.7	N	N
		C/C 1	151.1300	123.0	151.1300	123.0	N	N
		C/C 2	151.0400	123.0	151.0400	123.0	N	N
	C/C 3	151.0700	123.0	151.0700	123.0	N	N	
CD	CD	ASHLN	151.1225	156.7	159.4050	88.5	N	Y
		HUGHS	151.1225	156.7	159.4050	167.9	N	Y
		FREBR	151.1225	156.7	159.4050	127.3	N	Y
		MACKS	151.1225	156.7	159.4050	114.8	N	Y

		WAREN	151.1225	156.7	159.4050	192.8	N	Y
		JCMET	151.1150	141.3	159.0150	141.3	N	Y
		FAYET	151.1225	156.7	159.4050	141.3	N	Y
		LSBRG	151.1225	156.7	159.4050	179.9	N	Y
		FLAT	151.1225	156.7	159.4050	156.7	N	Y
		LEBNN	151.1225	156.7	159.4050	103.5	N	Y
		TMSKW	151.0700	156.7	156.0150	179.9	N	Y
		TA	151.1225	156.7	151.1225	156.7	N	N
		TA M	151.1150	141.3	151.1150	141.3	N	N
		C/C 1	151.1300	123.0	151.1300	123.0	N	N
		C/C 2	151.0400	123.0	151.0400	123.0	N	N
		C/C 3	151.0700	123.0	151.0700	123.0	N	N
SL	SL	HS SP	151.0400	167.9	156.0450	114.8	N	Y
		TNCTY	151.3850	156.7	156.1350	103.5	N	Y
		HSMET	151.3850	156.7	156.1350	141.3	N	Y
		TMSK	151.0400	167.9	156.0450	179.9	N	Y
		LSBRG	151.0400	167.9	156.0450	88.5	N	Y
		WAREN	151.0400	167.9	156.0450	192.8	N	Y
		TA	151.0400	167.9	151.0400	167.9	N	N
		TA M	151.3850	156.7	151.3850	156.7	N	N
		C/C 1	151.1300	123.0	151.1300	123.0	N	N
		C/C 2	151.0400	123.0	151.0400	123.0	N	N
		C/C 3	151.0700	123.0	151.0700	123.0	N	N
SW	SW	MACKS	151.0400	156.7	156.0450	114.8	N	Y
		STRFD	151.0400	156.7	156.0450	127.3	N	Y
		MTGRV	151.0400	156.7	156.0450	167.9	N	Y
		BRNSN	151.0400	156.7	156.0450	88.5	N	Y
		HVLLE	151.0400	156.7	156.0450	179.9	N	Y
		LNGAN	151.1300	167.9	156.1350	114.8	N	Y
		JERCO	151.1300	167.9	156.1350	192.8	N	Y
		AVILA	151.1300	167.9	156.1350	141.3	N	Y
		RIDGE	151.1300	167.9	156.1350	127.3	N	Y
		URICH	151.1300	167.9	156.1350	179.9	N	Y
		CLCMP	151.0400	156.7	156.0450	156.7	N	Y
		TA W	151.1300	167.9	151.1300	167.9	N	N
		TA E	151.0400	156.7	151.0400	156.7	N	N
		C/C 1	151.1300	123.0	151.1300	123.0	N	N
		C/C 2	151.0400	123.0	151.0400	123.0	N	N
		C/C 3	151.0700	123.0	151.0700	123.0	N	N
SE	SE	BLCTY	151.1300	156.7	156.1350	127.3	N	Y
		WARDL	151.1300	156.7	156.1350	141.3	N	Y
		PVLLE	151.1300	156.7	156.1350	156.7	N	Y
		SIKSN	151.1300	156.7	156.1350	167.9	N	Y

		PBLUF	151.1300	156.7	156.1350	114.8	N	Y
		TMSKE	151.1300	156.7	156.1350	179.9	N	Y
		TMSKW	151.0700	156.7	156.0150	179.9	N	Y
		WINNA	151.0700	156.7	156.0150	192.8	N	Y
		ALTON	151.0700	156.7	156.0150	127.3	N	Y
		FLAT	151.0700	156.7	156.0150	156.7	N	Y
		MTGRV	151.0700	156.7	156.0150	167.9	N	Y
		ROMNC	151.0700	156.7	156.0150	141.3	N	Y
		TA W	151.0700	156.7	151.0700	156.7	N	N
		TA E	151.1300	156.7	151.1300	156.7	N	N
		C/C 1	151.1300	123.0	151.1300	123.0	N	N
		C/C 2	151.0400	123.0	151.0400	123.0	N	N
		C/C 3	151.0700	123.0	151.0700	123.0	N	N
Car to Car	CC	C/C 1	151.1300	123.0	151.1300	123.0	N	Y
		C/C 2	151.0400	123.0	151.0400	123.0	N	Y
		C/C 3	151.0700	123.0	151.0700	123.0	N	Y
		C/C 4	156.1350	123.0	156.1350	123.0	N	Y
		C/C 5	156.0450	123.0	156.0450	123.0	N	Y
		C/C 6	156.0150	123.0	156.0150	123.0	N	Y
Striping	ST	STRP1	151.1300	94.8	151.1300	94.8	N	Y
		STRP2	151.0400	94.8	151.0400	94.8	N	Y
		STRP3	151.0700	94.8	151.0700	94.8	N	Y
		STRP4	156.1350	94.8	156.1350	94.8	N	Y
		STRP5	156.0450	94.8	156.0450	94.8	N	Y
		STRP6	156.0150	94.8	156.0150	94.8	N	Y
Interop	OP	VCALL	155.7525	None	155.7525	None	N	Y
		VTAC1	151.1375	None	151.1375	156.7	N	Y
		VTAC2	154.4525	None	154.4525	156.7	N	Y
		VTAC3	158.7375	None	158.7375	156.7	N	Y
		VTAC4	159.4725	None	159.4725	156.7	N	Y
		MTAC	154.6800	None	154.6800	156.7	N	Y
Weather	WX	WX1	162.4000	None	None	None	W	N
		WX2	162.4250	None	None	None	W	N
		WX3	162.4500	None	None	None	W	N
		WX4	162.4750	None	None	None	W	N
		WX5	162.5000	None	None	None	W	N
		WX6	162.5250	None	None	None	W	N
		WX7	162.5500	None	None	None	W	N

APPENDIX A-2
MoDOT Standard Radio Load – Handheld Radios

Basic UHF Handheld Radios

Channel #	RX Frequency	RX Tone	TX Frequency	TX Tone	Narrow/Wide	Power Output (W)
1	453.1625	None	453.1625	None	N	2
2	453.2625	None	453.2625	None	N	2
3	453.1625	114.8	453.1625	114.8	N	2
4	453.2625	114.8	453.2625	114.8	N	2
5	453.1625	127.3	453.1625	127.3	N	2
6	453.2625	127.3	453.2625	127.3	N	2
7	453.1625	141.3	453.1625	141.3	N	2
8	453.2625	141.3	453.2625	141.3	N	2

Advanced UHF Handheld Radios

Group	Channel Name	RX Frequency	RX Tone	TX Frequency	TX Tone	Narrow/Wide	Power Output (W)
1*	MoDOT 1	453.1625	None	453.1625	None	N	2
	MoDOT 2	453.2625	None	453.2625	None	N	2
	MoDOT 3	453.1625	114.8	453.1625	114.8	N	2
	MoDOT 4	453.2625	114.8	453.2625	114.8	N	2
	MoDOT 5	453.1625	127.3	453.1625	127.3	N	2
	MoDOT 6	453.2625	127.3	453.2625	127.3	N	2
	MoDOT 7	453.1625	141.3	453.1625	141.3	N	2
	MoDOT 8	453.2625	141.3	453.2625	141.3	N	2
	MoDOT 1T	453.1625	156.7	453.1625	156.7	N	2
	MoDOT 2T	453.2625	156.7	453.2625	156.7	N	2
2*	UCALL	453.2125	None	453.2125	None	W	5
	UTAC1	453.4625	None	453.4625	156.7	W	5
	UTAC2	453.7125	None	453.7125	156.7	W	5
	UTAC3	453.8625	None	453.8625	156.7	W	5

Basic VHF Handheld Radios

Channel	Channel #	RX Frequency	RX Tone	TX Frequency	TX Tone	Narrow/ Wide	Power Output (W)
MoDOT C/C 1	1	151.1300	123.0	151.1300	123.0	N	5
MoDOT C/C 2	2	151.0400	123.0	151.0400	123.0	N	5
MoDOT C/C 3	3	151.0700	123.0	151.0700	123.0	N	5
MoDOT C/C 4	4	156.1350	123.0	156.1350	123.0	N	5
MoDOT C/C 5	5	156.0450	123.0	156.0450	123.0	N	5
MoDOT C/C 6	6	156.0150	123.0	156.0150	123.0	N	5
VCALL	7	155.7525	None	155.7525	None	N	5
VTAC1	8	151.1375	None	151.1375	156.7	N	5
VTAC2	9	154.4525	None	154.4525	156.7	N	5
VTAC3	10	158.7375	None	158.7375	156.7	N	5
VTAC4	11	159.4725	None	159.4725	156.7	N	5
MTAC	12	154.6800	None	154.6800	156.7	N	5

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.

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

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

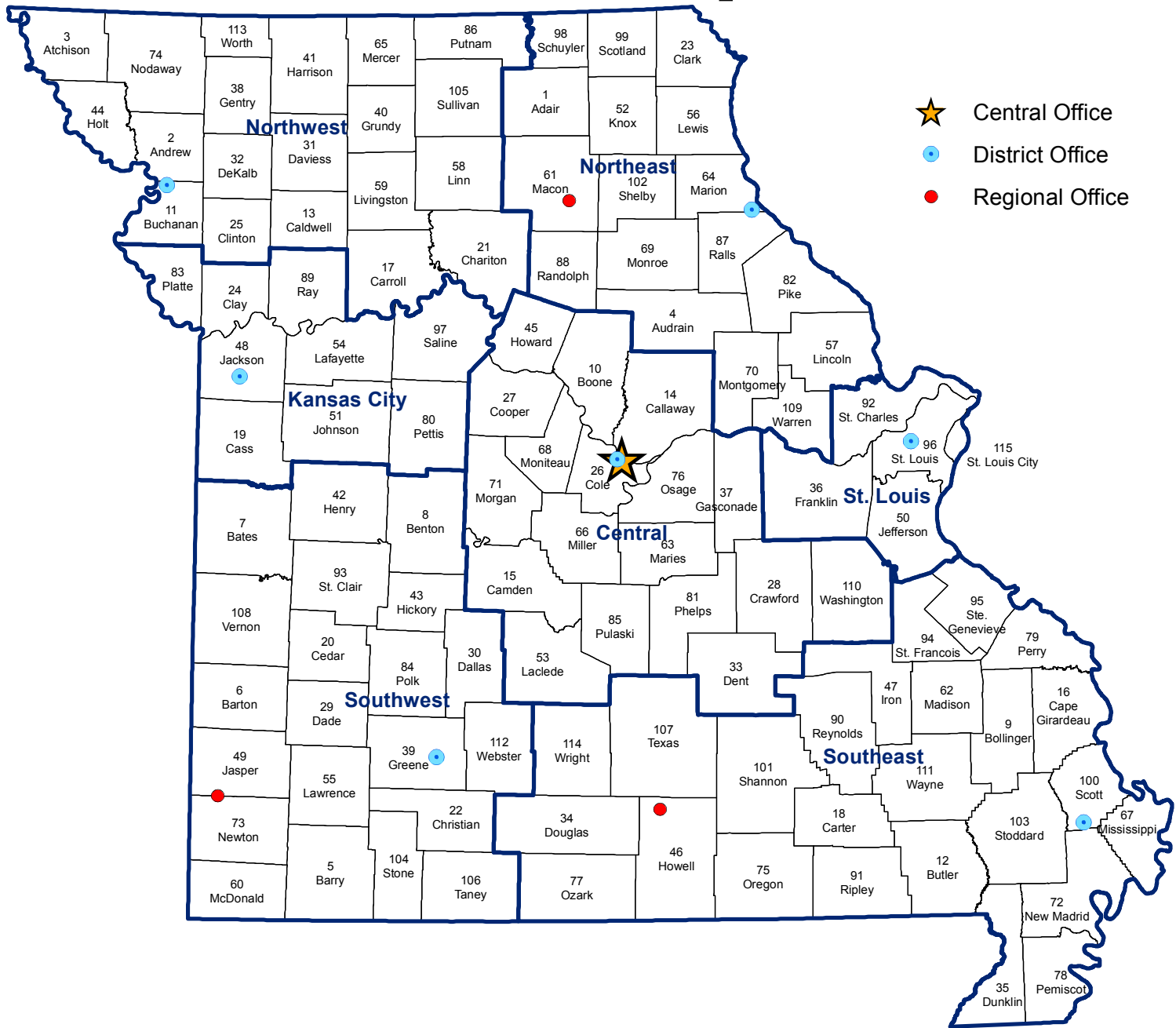
Holidays

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

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

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	DeKalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			

