

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES- PROCUREMENT  
ST. LOUIS DISTRICT, 2309 BARRETT STATION  
RD, BALLWIN,MO 63021**

REQUEST NO.	SL16-059-RW
DATE	January 15, 2016
PAGE NO.	1 NO. OF PAGES 19

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

**10:00 a.m., Local Time February 3, 2016**

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

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

Submit net bid as cash discount stipulations will not be considered  
Operations Complex  
2309 Barrett Station Road. Ballwin. MO. 63021

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

**BUYER:** \_Teresa(Terri) Mount  
**BUYER EMAIL:**  
Teresa.Mount@modot.mo.gov

**BUYER TELEPHONE:** 314-301-1431  
**BUYER FAX:**  
**573-526-0016**

**Replacement Flashing Arrow Panel**

To establish contracts to furnish **“Replacement Flashing Arrow Panels”** with an effective date of Notice of Award and ending February 28, 2017 in accordance with the following pages.

**\*\*\*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 TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

Date: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Federal I.D. No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

Is your firm MBE certified?  Yes  No  
Form E-103 (Rev. 11-04)

Title: \_\_\_\_\_  
Is your firm WBE certified?  Yes  No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request For Bid is to establish a contractor to provide Replacement Truck Mounted Flashing Arrow Panels, hereafter referred to as FAP. This bid is for providing equipment for as needed if needed truck mounted vehicle powered flashing arrow panels for St. Louis Motorist Assist trucks to support the St. Louis District of the Missouri Department of Transportation, (MoDOT) per the terms and specifications of this RFB.

Each bid must be mailed or hand delivered in a sealed envelope to Ms. Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 10:00 a.m., Local Time January 27, 2016.**

#### **RFB Coordinator:**

**Ms. Teresa (Terri) Mount Sr. Procurement Agent  
Missouri Department of Transportation  
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431  
FAX: 573-522-0016  
EMAIL: Teresa.Mount@modot.mo.gov**

## **1.2 General Information:**

This document constitutes an invitation for competitive, sealed bids for the procurement of replacement truck mounted Flashing Arrow Panels.

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

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

## **SL16-059-RW- Flashing Arrow Panel- Truck Mounted**

### **2.0 SCOPE OF WORK**

#### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide Replacement Flashing Arrow Panels, hereinafter referred to as FAP on an as needed if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the "MoDOT", in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 Initial quantities required in this bid will be five (5) units. Thereafter, for future requirements no estimated quantities are provided as part of this bid. MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor after initial order. Future purchases will be made on an as needed basis.
- 2.1.4 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 MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment and supplies necessary to provide the deliverables/services required herein.

#### **2.2 Specific Requirements:**

- 2.2.1 The contractor shall provide FAP in accordance with the attached specifications and any other provisions outlined in this document. This solicitation is intended for use as a method to supply new FAP or replacement units to be installed in new trucks or replacement panels for existing units.
- 2.2.2 The contractor shall provide MoDOT with 2 Operator's Manuals in hard copy, 4 Parts Books (2 hardcover books and 2 CD's) and 2 Technical Service Manuals for each FAP.
- 2.2.3 The contractor shall provide a contact name, along with the contact name's physical address and an 800 number. The contact person must be accessible for MoDOT representatives to contact twenty-four (24) hours per day, and seven (7) days per week for technical assistance.

#### **2.3 Training Requirements:**

- 2.3.1 The contractor shall provide training for all specialty equipment and equipment specified herein. At a minimum, training shall consist of the following:
  - a. A qualified service technician shall conduct training at the district where items are delivered, or at an off-site location at the contractor's expense.
    - 1) The contractor shall provide training to the MoDOT operators of the equipment. The contractor's training must cover safe operation, warranty coverage, and routine/preventative maintenance.
    - 2) The contractor shall provide training within one (1) month after delivery and acceptance.
    - 3) The contractor shall provide all training materials at no additional cost to MoDOT.
    - 4) The contractor shall contract the District to schedule training classes.

- 5) If requested by MoDOT, the contractor shall provide repeat training classes at the location the training initially occurred. Such repeat training classes shall be provided by the contractor at no additional cost to MoDOT.

## **2.4. Delivery Requirements:**

- 2.4.1 The contractor shall deliver the FAP as specified herein to designated locations, F.O.B. destination.
- 2.4.2 The contractor shall insure the FAP are delivered complete and ready for installation and use.
- 2.4.3 The contractor shall deliver FAP within 45 to 60 calendar days after receipt of order.
- 2.4.4 The contract shall deliver FAP during normal working hours (7:30 a.m.-3:00 p.m.) Monday through Friday with at least 24 (twenty-four) hour advance notice prior to delivery.

## **2.5 Liquidated Damage Requirements:**

- 2.5.1 The contractor shall agree and understand that providing replacement flashing arrow panels above in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
  - a. In the event the contractor fails to provide replacement FAP in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$50.00 per day, per complete order for each such delinquent day.
  - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
  - c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
  - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.
  - e. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

## **2.6 Invoicing and Payment Requirements:**

- 2.6.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation  
Business & Benefits  
1590 Woodlake  
Chesterfield, MO. 63017-5712

- 2.6.2 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.

- 2.6.3 The contractor 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.
- 2.6.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

## **2.7 Other Contractual Requirements:**

- 2.7.1 Contract Period - Contract will be from Notice of Award through February 28, 2017, with three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.7.2 The contract may be extended under the original contract specifications and contract prices for up to three (3) additional one year contract terms.
- 2.7.3 In the event that MHTC exercises its options to renew the contract for three ( 3) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.
- 2.7.4 Escalation Clause- In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
  - a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, the first 3 months of a contract period for renewal.

- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.7.5 Inspection Specifications – MoDOT reserves the right to require a sample board or product demonstration prior to issuance of award or of purchase order and to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

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

**TRUCK MOUNTED VEHICLE POWERED FLASHING ARROW PANELS  
SPECIFICATION- SL16-059-RW**

**1.0 Description.** All truck mounted vehicle powered flashing arrow panels, hereinafter referred to as a FAP, shall be designed and manufactured in accordance with this specification.

**2.0 Materials.** The FAP shall consist of an arrow panel, remote control switches and circuitry.

**2.1 FAP Panel Assembly.**

1. The FAP shall be aluminum and contain a minimum of 25 Light Emitting Diode (LED) lamps with display screen. Lamps shall be controlled by the remote control switches located inside the truck cab.
2. A nominal 5 ¾ inch (140mm), 360 degree tunnel visor with full attachment flange shall be provided for each lamp. Visors shall be removable without removing the screws. A nominal 0.5 inch (12mm), butyl rubber or neoprene gasket shall be provided between each lamp and the panel face, to absorb vibration and prevent intrusion of moisture. The panel or lamp holder shall be notched to match a projection the lamp to ensure proper lamp alignment. All lamps shall be replaceable from the front of the panel.
3. LED lamps shall be PAR-46, yellow, 5 ¾ inch (140mm) dia., LED lamps. Each lamp shall have an optical lens and contain enough light emitting diodes to meet the existing MoDOT specifications for the visibility and legibility performance standards as stated later in these specifications.
4. Overall size of the FAP shall be a nominal 30 inches (762mm) by 60 inches (1524mm). Depth-3" – 3 5/16".
5. The FAP (housing) shall consist of a nominal 3 inch x 1 inch x 1/8 inch (75mm x 25mm x3mm) welded aluminum channel with a 1/16 inch (1.5 mm) thick aluminum sheet attached to the front and back. The front and back surfaces of the panel shall be painted non-reflective flat black. All wiring inside the FAP shall be corrosion resistant wiring and shall be attached to the panel approximately every 8 inches (200mm). All panels shall have an access door for ease of access to terminal strips/wiring connections/diodes if equipped. Door shall be located at the rear of the FAP. Company names or logos shall not be placed on the FAP.
  - a. Voltage-12V nominal-negative ground
  - b. Circuitry- microprocessor, solid state
  - c. Protection-automatic short circuit/reverse polarity
  - d. No Scotchlok Wiring Connectors
  - e. Acceptable Wiring Connectors:
    - a. Weather Pack Connectors
    - b. Deutsch Connectors
    - c. Crimp 'N Seal Butt Connectors
  - f. No Adhesive Cable Tie Wiring Mounts
  - g. Acceptable Wiring Mounts:
    - a. Cable Tie Mounts – Aluminum Pop Rivet

**2.2 Control and Wiring.**

1. A remote wired cab control shall have display and will be considered the standard control. An optional wireless remote control, if available, should perform the same functions as the remote cab control.

2. The remote cab control switches shall provide Manual of Uniform Traffic Control Devices (MUTCD) Sequential Arrow (Merge Right or Left), Flashing Double Arrow and alternating Diamond Caution.
3. The remote cab control switches shall include an on/off switch, a dim/bright selector switch, an operation mode selector switch, an LED power-on lamp, and be equipped for top of dash mounting. The control shall be provided with at least 30 feet (9 meters) of multi-conductor, salt resistant, weather proof cable.
4. The optional wireless remote control unit, if available shall be Federal Communications Commission (FCC) approved. Remote wireless FAP and remote shall have a permanently affixed unique I.D. label or plaque.
5. The flashing rate of the lamps shall not be less than 25 or greater than 40 flashes per minute. Lamp "on-time: shall be at least 50 percent.
6. Control circuitry shall provide dimming of all lamps to prevent blinding during night operation. Dimming shall be by manual and automatic controls, capable of at least 50 percent from full brilliance. The photoelectric cell shall automatically reduce the flashing arrow light intensity as ambient light reduces.

### 3.0

### BID SUBMISSION

#### Bid Submission Information:

- 3.1 All bids must be received in a sealed envelope clearly marked “**SL16-059-RW “Flashing Arrow Panels”**”.

All bids must be received at the following address no later than **February 3, 2016 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation  
Procurement Division  
Attn: Teresa (Terri Mount)  
2309 Barrett Station Rd.  
Ballwin, MO. 63021

The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

- 3.2 Open Competition / Request For Bid Document:

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

- 3.3 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best responsible bid.

- 3.4 Cost Determination - The low bid shall be determined by computing the costs of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

3.5 Contract Award – The contract will be awarded to a responsible bidder determined as specified above.

- a. Award of this bid will be made on an “all or nothing” basis using the “lowest and best responsible” principle of award.
  - 1. MHTC reserves the right to reject any or all bids and no award is final until formally approved by the MHTC.
- b. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results

**4.0 PRICING PAGE SL15-059 -RW**

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Pricing indicated below to remain firm and fixed for contract period.

Qty	Description	U/M	Unit Cost	Extended Cost
5	<b>30" x 60" Wireless / LED Controller Vehicle Mounted Flashing Arrow (Vehicle Powered) Panel- Depth 3"-3 5/16"</b> <i>Note: MoDOT will only choose one version for initial purchase.</i> Indicate Make and Model below:	Each		
5	<b>30" x 60" Wired Controller / LED Vehicle Mounted Flashing Arrow (Vehicle Powered) Panel- Depth 3"-3 5/16"</b> <i>Note: MoDOT will only choose one version for initial purchase.</i> Indicate Make and Model below:	Each		

4.2 The bidder shall indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all Flashing Arrow Panel options available in the bidder's data book or pricing guides.

*Percent discount off MSRP for all Data Book or Pricing Guide Options: \_\_\_\_\_ % discount.*

4.3 **Renewal Periods:** the bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **current contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the current contract period.

**1<sup>st</sup> Renewal Period** \_\_\_\_\_ % of maximum increase and/or \_\_\_\_\_ % of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_ % of maximum increase and/or \_\_\_\_\_ % of maximum decrease.

**3<sup>rd</sup> Renewal Period** \_\_\_\_\_ % of maximum increase and/or \_\_\_\_\_ % of maximum decrease.

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_



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 **Vehicle Mounted Flashing Arrow Boards** 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 **Vehicle Mounted Flashing Arrow Boards** 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.)

**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:

*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

**ANTI-COLLUSION STATEMENT**

**STATE OF** \_\_\_\_\_ )

\_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**SS.**

\_\_\_\_\_ being first

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

of \_\_\_\_\_  
Name of Bidder

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

## 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.

#### **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

#### **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.

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#### **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**

#### **Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

- 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**.