

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - PROCUREMENT
St. Louis District, 2309 Barrett Station Road
Ballwin, MO 63021

REQUEST NO.	SL17-041-RW
DATE	December 22, 2016
PAGE NO. 1	NO. OF PAGES 15

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

10:00 a.m., Local Time, January 5, 2017

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

Delivery Location:

MoDOT Operations Complex
General Services, Bldg. E
2309 Barrett Station Rd
Ballwin, MO. 63021

BUYER:	Julie Dorenkamp General Services Specialist	MoDOT web site: http://www.modot.mo.gov/business/contractor_resources/gsbidding/D6/D6commodities.htm
BUYER EMAIL:	Julianne.dorenkamp@modot.mo.gov	BUYER TELEPHONE: (314) 205-7306

SUPPLIES OR SERVICES

This solicitation seeks bids from qualified companies who can provide MODOT Lighting Systems, Whelen part # MODOTSYA less branch guards, per attached specifications. Initial order quantity is 10 each. Additional units may be needed throughout the year. Pricing to remain firm through December 31, 2017. No substitutions.

All bids shall include all applicable cost of materials to include all parts, materials, equipment usage, transportation fees, standard manufacturer's warranties, operation manuals etc.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

(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 formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid (RFB) seeks bids from qualified bidders for MODOT Lighting Systems.

Each bid must be mailed or hand delivered in a sealed envelope to Julie Dorenkamp, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, MO 63021.

All questions regarding the RFB shall be submitted to Ms. Julie Dorenkamp within three (3) business days of bid closing. Bids must be returned to the office of Ms. Dorenkamp no later **than 10:00 a.m., Local Time, January 05, 2017.**

RFB Coordinator:

**Julie Dorenkamp
General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road
Ballwin, MO 63021
PHONE: (314) 205-7306; FAX: (314) 301-1437 or (573) 526-0016**

- 1.1.2 It is the bidder's responsibility to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of the RFB process.

1.2 General Information:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of MODOT Lighting Systems as set forth herein.

1.2.2 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
- 5) Specifications
- 6) Vendor Information and Preference Certification Form
- 7) Notice of Cooperative Purchasing
- 8) Terms and Conditions

1.2.3 A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. No bids by telephone, telegram, or telefax will be accepted.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide MODOT Lighting Systems in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 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 MoDOT.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Required Specifications:

- a. All materials, equipment, and/or services bid upon must comply with the attached Specifications, Pages 8 – 11, and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

- 2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

- 2.3.2 The contractor shall deliver the products specified herein to the following MoDOT location:

MoDOT Operations Complex
General Services, Bldg. E
2309 Barrett Station Rd
Ballwin, MO. 63021

2.4 Invoicing and Payment Requirements:

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

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

- 2.4.2 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.
- 2.4.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.5 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. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.4.6 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.
- 2.4.7 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.

2.5 Other Contractual Requirements:

- 2.5.1 Inspection and Acceptance: MoDOT reserves the right 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.
 - b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “**SL17-041-RW, MODOT Lighting System.**”

3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.

3.1.3 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.

3.1.4 Open Competition / Request For Bid Document:

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

3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.16 Cost Determination: The low bid shall be determined by adding all of the prices on the pricing pages for the original contract period.

3.1.7 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “All or Nothing” basis using the “lowest and best” principle of award.
- b. Notification of award shall 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. PRICING PAGE

- 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.** (including freight) associated with providing the required deliverables/services shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.

QTY	U/M	DESCRIPTION	UNIT PRICE	TOTAL EXTENDED PRICE	DELIVERY TIME FRAME
10	EA	WHELEN PART # MODOTSYA LIGHTING SYSTEMS WITHOUT BRANCH GUARDS ** No Substitutions **			

AUTHORIZED SIGNATURE: _____

DATE: _____

COMPANY: _____

Missouri Department of Transportation

Super-LED[®] Warning System Specifications

“MODOTSL-A”

GENERAL REQUIREMENTS

The Super-LED DOT light system, as requested herein, shall be a Whelen Model DOT-LED™ System **MODOTSL-A** or prior approved equal.

The product being bid must be a standard production lighting system for the manufacturer.

All major components such as LED flasher, LED Lighthoods, cables, etc., must be designed and manufactured within the United States. Bids offered in which major components (such as LED populated board, etc.) are manufactured off-shore are not acceptable. The lighting system Lighthoods must be interchangeable with existing fleet lighting systems.

1.0 TOP CAB-SHIELD ASSEMBLIES

- 1.1 Included for the top/front of the vehicle shall be a two (2) Super-LED Micro 400's. Each assembly must contain three (3) Linear12 400 Series Duplex Linear-LED Lighthoods, providing 180 degree light pattern. Each Lighthouse shall have twelve (12) Super-LED's 6/6 (6 Amber – 6 White). The Lighthouse shall include two optic collimators in a vacuum metallized reflector for maximum illumination. The Lighthoods circuit board shall be conformal coated for moisture protection. Each Lighthouse must have strain relief for added pigtail protection and durability. The two Micro 400's used in conjunction must produce a 360 degree light pattern.
- 1.2 The Micro 400 Super-LED head assemblies must have heavy-duty TPE-type cable. Flexible to minus 40 degrees Fahrenheit; abrasion, corrosion and oil/grease resistance. Each conductor shall be a minimum of 14 gauge, pure copper stranded, and fully tin coated. No less than (60) feet of cable shall be provided for each head assembly. Only Waterproof Deutsch connectors shall be used for internal cable connections within the Micro 400. All Lighthouse connections shall utilize weatherpack waterproof connectors. Light assemblies that do not use waterproof connectors shall be unacceptable.

- 1.3 The two Micro 400 heads shall utilize an external LED flasher which is mounted within a junction box.
- 1.4 The dimensions of the head shall be approximately 10 inches long, 4.67 inches high (with mount) and 10.72 inches wide.
- 1.5 An optional Whelen Model # MODOTBGB branch guard shall be available for purchase separately.
- 1.6 The Micro 400 Super-LED head assemblies must have a aluminum "I" beam structure for strength and vibration resistance and shall be surrounded by a single layer of polycarbonate lens material which can be easily disassembled for servicing. All lenses shall be clear in color and have a smooth outer surface that will collect less dust, dirt and snow that hinders light output. Each lens must be hardcoated for added UV protection. External lenses that are not hardcoated will not be accepted.

2.0 REAR CORNER POST SUPER-LED ASSEMBLIES

- 2.1 To be included for each side of the rear corner post shall be one 400-A style light assembly. The two (2) 400- light assemblies shall have (1) 400 Series Duplex Linear-LED lamps, and one (1) side facing TIR3 Super-LED. Each 400 Series Duplex Linear-LED lamps and TIR3 Lighthouse head shall be capable of emitting a full 180 degrees of light in the vertical plane. The Lighthouses shall be remote and require an external flasher for a uniform flash pattern and flash sequence. The Lighthouses shall be recessed into a heavy duty 7 gauge enclosed stainless steel housing. The stainless steel housing shall be provided with each set of modules.
- 2.2 The two rear 400-A light assemblies shall utilize an external LED flasher which is mounted in a metal junction box.
- 2.3 The 400-A light assembly shall be approximately 5.88" inches high, 4.71" inches deep and 3.48" inches wide.
- 2.4 The modules, as well as the 400 series lens, shall be easily replaceable. A weatherpack waterproof connector for each module shall be used to connect to the cable harness and shall be located inside the housing for weather resistance as well as ease of replacement.
- 2.5 Each 400 Series Duplex Linear-LED lamp lenses shall be made of polycarbonate, amber in color, and have a smooth outer surface for self-cleaning. Each lens assembly shall be hardcoated for added UV protection.

- 2.6 The rear-mounted head assemblies shall use stainless steel screws that screw directly into a nylon mounting bracket to eliminate dissimilar metal corrosion. Units that screw into a steel bracket are unacceptable since they tend to corrode over time.

3.0 Flasher Connection & Operation

- 3.1 The flasher assembly shall be mounted into the DOT junction box. The flasher shall be encapsulated for circuit board protection. The flasher shall utilize ¼" Faston quick disconnect style spade terminals for easy and quick connections. The flasher terminals shall utilize Faston connectors (supplied). Flashers that do not use Faston connectors will be deemed unacceptable.
- 3.2 The flasher shall have Hi/Low Power features which will allow the user to step the unit down to low power operation for nighttime use. The Hi/Low Power shall have two (2) switching modes. Option 1 / Latching Mode: By applying + 12 volts to the "Hi/Low Power Control Wire" for less than 1 second, the system is latched into low power operation. The unit must be turned off and then back on to restore normal high power (Momentary Switch). Option 2 / Level Mode: Applying + 12 volts to the "Hi/Low Power Control Wire" for more than 1 second holds the system in low power until the voltage is removed (toggle switch).
- 3.3 The flasher shall have Scan-Lock which allows the user to choose from several flash patterns. The entire system will display the pattern you choose (All outputs will display the same pattern). Flashers that do not display flash pattern modes will be unacceptable. The available flasher patterns shall be SignalAlert™, CometFlash® 75, and SSNF.
- 3.4 The flasher shall be mounted to a junction box. The junction box will allow the installer to tie function or power wires together to customize the DOT system.

4.0 CABLE HARNESS

- 4.1 The cable being supplied from the rear housings must be heavy-duty TPE-type cable. Flexible to minus 40 degrees Fahrenheit; abrasion, corrosion and oil/grease resistance. Each conductor shall be a minimum of 18 gauge, pure copper stranded, and fully tin coated. No less than (30) feet of cable shall be provided for each rear corner post assembly. All necessary connectors shall be provided, including a strain-relief system.

- 4.2 The cable being supplied from the front two Micro Edges shall be the same heavy- duty TPE cable as described above. No less than (60) feet of cable shall be provided for the Micro 400. All necessary connectors shall be provided.

5.0 WARRANTY

- 5.1 The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase (no warranty is offered on optical plastic parts and halogen bulbs). LED's shall be warranted for a period of five (5) years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 5.2 A system parts breakdown booklet must be included with each DOT system and be delivered with each new truck. Warranty and contact information shall also be included in each booklet.
- 5.3 The manufacturer shall provide a 24 month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$125.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).

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: <i>If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u></i>	
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <u>M/WBE Name</u> <hr style="width: 100%;"/> </div> <div style="text-align: center;"> <u>Percentage of Contract</u> <hr style="width: 100%;"/> </div> <div style="text-align: center;"> <u>M/WBE Certifying Agency</u> <hr style="width: 100%;"/> </div> </div>	
<i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i>	

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u></i>	
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: <div style="margin-left: 20px;"> 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. </div>	
<u>Veteran Information</u>	<u>Business Information</u>
<hr style="width: 100%;"/> Service-Disabled Veteran's Name (Please Print)	<hr style="width: 100%;"/> Service-Disabled Veteran Business Name
<hr style="width: 100%;"/> Service-Disabled Veteran's Signature	<hr style="width: 100%;"/> Missouri Address of Service Disabled Veteran Business

COOPERATIVE AGREEMENT NOTICE

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

Each bidder is asked to indicate below whether they would be willing to offer MODOT Lighting Systems 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 MODOT Lighting Systems meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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.

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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