

BID FORM

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

REQUEST NO.	SL17-100-R7
DATE	March 30, 2017
PAGE NO.	1
NO. OF PAGES	16

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

10:00 a.m., Local Time, April 13, 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:	Stephanie Austin Rashid, CPPB Sr. Procurement Agent	MoDOT web site: http://www.modot.mo.gov/business/contractor_resources/g_s_bidding/D6/D6commodities.htm
BUYER EMAIL:	Stephanie.AustinRashid@modot.mo.gov	BUYER TELEPHONE: (314) 205-7307

SUPPLIES OR SERVICES

This solicitation seeks bids from qualified companies who can provide Emergency Lights with Sound System. Unit price shall include shipping costs, FOB Destination. Additional units may be purchased as needed throughout the contract period. Prices shall remain in effect from Date of Award through December 31, 2017, with two (2) one-year renewal options.

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 Emergency Lights with Sound System.

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

All questions regarding the RFB shall be submitted to Ms. Stephanie Austin Rashid within three (3) business days of bid closing. Bids must be returned to the office of Ms. Austin Rashid no later **than 10:00 a.m., Local Time, April 13, 2017.**

RFB Coordinator:

**Ms. Stephanie Austin Rashid, CPPB
Sr. Procurement Agent
Missouri Department of Transportation
2309 Barrett Station Road
Ballwin, MO 63021
PHONE: (314) 301-1439; 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 Emergency Lights with Sound System 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
 - 7) 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 Emergency Lights with Sound System 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 on Pages 9-12 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 Contract Period - The contract shall commence from the date of Date of Award until December 31, 2017 with up to two (2) one-year renewal option periods, or any portion therein. 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.

2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages 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 renewal periods shall be the same as during the original contract period.

b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.

c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.5.3 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 “**SL17-100-R7, Emergency Lights with Sound 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	DELIVERY TIME FRAME
3	EA	Emergency Lights with Sound System per Specifications on Pages 9-12.	\$	
TOTAL EXTENDED COST				

- 4.2** **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 **original 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 original contract period.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

AUTHORIZED SIGNATURE: _____

DATE: _____

COMPANY: _____

Emergency Lights with Sound– Specifications

Controller:

Must have a handheld controller with two momentary buttons. The first button will activate the lights to flash at a rate of 90 flashes per minute. The lights will continue to flash as long as the operator depresses the momentary switch. Upon releasing the switch, the lights will immediately cease flashing. The switch will be illuminated while the button is depressed. The second switch is an on/off configuration. When the button is pressed, the lights and the sound will be activated. They will remain activated until the second switch is pressed a second time. The switch will be illuminated from the time of the first press until the time of the second press to indicate the circuit is active.

For nighttime use, controller must have a dimming function.

Lights:

The Emergency Light system shall be comprised of six white illumination LED lightpods mounted on the rear of any vehicle equipped with an energy absorbing crash protection system (TMA-Truck Mounted Attenuator). The lights will be mounted so that the lights are facing the rear with three mounted high and three mounted low. The optics must create a beam pattern consisting of a 40° horizontal and 30° spread to ensure the illumination is highly directional laterally to minimize unintended distraction in non-affected lanes and provides adequate vertical visibility for use in hilly environments.

Each lighthouse shall meet the following specifications:

- Watts/Amps @ 12VDC: 27.2W / 2.26A
- Operating Voltage: 10~41 VDC
- Kelvin Rating: 6000K
- Shock Resistance: GB/T 10485-2007/11.4.4.2
- Raw Lumens: 2950
- Effective Lumens: 2600
- Mounting Type: Universal Surface
- Operating Temp: -40°~150°C
- Lead / Connector: 19" w/Waterproof ATP
- Dimensions: 7.59" L x 1.73" H x 3.05" D
- Housing: A403 High Purity Aluminum
- Virtually Unbreakable Polycarbonate Lens
- 93% Optic Purity
- Stainless Steel Mounting Bracket & Hardware
- UV Polyester Powder Coat Finish
- Instant On / Off - Means No Warm Up
- Pressure Relief Valve (known as Military Breather)
- Over / Under Voltage Protection
- Integrated Thermal Management
- Beam pattern: Horizontal spread of 40 degrees / Vertical spread of 30 degrees

- Sharp optical “cut off”

Amplifier:

400 Watt Class-ad 2-Channel Amplifier

Amplifier must be 400 Watt 2-channel amplifier with high efficiency Class-ad technology and a conformal coated pc board designed for motorsport and marine applications.

- Class-AD technology or functionally equivalent
- 4 Ohm multi-impedance Constant Power
- Differential inputs with high level auto turn-on feature
- 8 AWG power/ground connector
- Dual fan cooled
- Real time thermal sensing
- Dual extruded heat sinks
- Marine grade two part epoxy coating on circuit boards

CEA-2006 Compliant:	CEA-2006 Power Rating 200W x 2 @ 4Ω ≤1.0% THD+N
Rated Power (RMS Continuous Power):	200 Watts x 2 @ 4-Ohm
Total Power (Sum of Rated Power):	400 Watts
Dynamic Power	223 Watts x 2 @ 4-Ohm
Total Harmonic Distortion (THD+Noise):	2-Ohm: <1.0%
Input Sensitivity:	150 mV - 12 V
Signal Output:	None
Power Wire Gauge:	8 AWG
Speaker Output Connector:	4-Pin Harness
Power Wire Gauge:	8 AWG
Speaker Output Connector:	4-Pin Harness
Speaker Wire Gauge:	16 AWG
Heat Sink Type:	Extruded Aluminum
Cooling:	Dual Fan Cooled
Remote Controls:	Optional PLC2 provides Punch Level Control
Visual Indicators:	Power: Blue LED Protect: Red LED Input Clip: Red LED Output Clip Blue/Red LED
Circuit Topology Class:	Class-A/D
Operating Voltage:	9 - 16 VDC

Recommended Fuse (not included):	60 A
Max. Current Draw (13.8V Sinewave):	45 A
Average Current Draw (13.8V Music):	23 A
Suggested Alternator:	75 A
Shipping Weight:	2.9 Lbs. (1.31 Kg.)
Dimensions (H x W x D):	1.6 x 4.25 x 7 (in.) (4.1 x 10.79 x 17.78 (cm)

Amplifier must produce more power with less current draw from the vehicle's charging system.

Amplifiers must be protected against Dust, UV, Corrosion, and feature Stainless hardware.

Amps must be designed to stand up to environmental conditions with corrosion resistant stainless steel hardware and two-part epoxy coated circuit boards.

Amplifiers must have the following:

Weatherproof/Waterproof Connectors – To protect against Dust

UV Inhibitor Materials - Centrex and ASA plastic materials or functionally equivalent must be used for their UV radiation resistance and components are tested in accordance with ASTM D4329 testing and certification procedures.

Corrosion Protection (Electronics) – Two part epoxy coated PCB boards prevent corrosion of critical components due to exposure in moisture rich environments.

Stainless Hardware – Stainless hardware must be used due to its natural resistance to corrosion and rusting. This ensures that electrical connections will not degrade over time due to exposure to the elements.

3-Stage Airflow

3-stage airflow method effectively exhausts heat and ensures your amplifier runs cooler for optimum performance.

CE Compliant

This product must fulfill all essential safety and environmental requirements as defined in the European Directives (768/2008 EC).

CEA-2006 Compliant

Power ratings on these amplifiers must conform to CEA-2006 industry standards.

Speaker:

The drivers shall be a four 2-inch (51 mm) exit compression type, specifically designed for midrange frequency response. Each 2-inch (51mm) driver shall be mounted within a line array design fiberglass exponential horn with an integral fiberglass weather resistant cover incorporating gland nut cable ingress. The horn and driver combination shall have an amplitude response of 600 Hz to 4 kHz dB (+/- 4.0 dB), overall range from 200hz – 10kh, with an input capability of 49V RMS, 118 dB sensitivity at 1 meter / 2.83V between 600 Hz - 4 kHz, and a nominal impedance of 4 ohms. Each driver shall incorporate a large magnet structure, a one-piece, non-metallic diaphragm/suspension, and a copper-clad aluminum edgewound voice coil on a Kapton former immersed in Ferrofluid. The compression ratio shall be 1.84 to 1. Each diaphragm assembly shall be field replaceable. The horn/driver system shall weigh 54.2 lbs (24.58 kg). The horn/driver system with the factory-installed bracket assembly shall weigh 71.3 lbs (32.34 kg).

Operating Range:	400 Hz to 8 kHz 600 Hz to 4 kHz (± 4 dB)
Max Input Ratings:	300W continuous, 750W program 49 volts RMS, 110 volts momentary peak
Usable LF Limit:	400 Hz
Throat Entrance Diameter:	4 x 2"
Axial Sensitivity (1W/1m):	118 dB SPL (600 Hz to 4 kHz 1/3 octave bands) 117 dB SPL (250 Hz to 4 kHz speech range)
Maximum Output:	143 dB SPL / 150 dB SPL (peak)
Nominal Impedance:	11 ohms
Nominal -6dB Beamwidth:	60°H (+1° / -4°, 1600 Hz to 4000 Hz) 20°V (+20° / -0°, 1600 Hz to 4000 Hz)
Axial Q:	27.5 1.6 to 4 kHz
Axial DI:	14.4
Construction:	Hand laminated, reinforced composite fiberglass Interior: Black gelcoat Exterior: Grey gelcoat
Drivers:	4 x 200, ferrofluid-cooled
Environmental Performance:	IEC529 IP65W rating with a minimum 5-degree downward aiming angle
Mounting Hardware:	Factory-installed mounting bracket, hot-dipped galvanized 304 stainless steel
Dimensions - Height:	28.5 inches (723.9 mm)
Width:	24.5 inches (622.3 mm)
Depth:	22.5 inches (571.5 mm)
Weight (loudspeaker):	54.2 lbs (24.58 kg)
Weight (loudspeaker with bracket assembly):	71.3 lbs (32.34 kg)

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.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

COOPERATIVE AGREEMENT NOTICE

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

Each bidder is asked to indicate below whether they would be willing to offer Emergency Lights with Sound System 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 Emergency Lights with Sound System 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.