

**BID FORM** MISSOURI DEPARTMENT OF TRANSPORTATION  
 GENERAL SERVICES  
 830 MoDOT DRIVE – P.O. BOX 270  
 JEFFERSON CITY, MO 65102

REQUEST NO.	5-121212CN1		
DATE	November 28, 2012		
PAGE NO.	1	NO. OF PAGES	15

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

**10:00 AM, CST, December 12, 2012**

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

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

Submit net bid as cash discount stipulations will not be considered

Jefferson City, Missouri

**BUYER:** Cindy Norman

**BUYER TELEPHONE:** (573)522-9746

**SUPPLIES OR SERVICES**

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide **Radars**. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

**\*\*\*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.**

**Note to Respondent:** The bidder must use the firm name under which he/she is registered to do business in the State of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. Failure to use the correct firm name on all bid documents will result in delaying the contract award.

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

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

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Type/Print Name** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

## 1. Introduction

- 1.1 *The Missouri Department of Transportation is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications. This contract seeks to establish bids from qualified organizations to provide . “Radars”*
- 1.2 The contract period is December 13, 2012(or date of award) through December 31, 2013 with four one-year renewal option periods.
  - a. Renewal Period - 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. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall remain the same. The contractor shall understand and agree MHTC does not automatically grant a price increase at the time of renewing the contract. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
  - b. Escalation Clause - In the event the contractor requests a price increase during a 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 for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT’s decision shall be final and without recourse.

## 2. General Requirements

- 2.1 The Contractor shall provide “**Radars**, as outlined in this RFB.
- 2.2 The contractor shall provide all deliverables/services to the sole satisfaction of MHTC.
- 2.3 Unless otherwise specified herein, the contractor shall furnish all material necessary to provide the deliverables/services required herein.

## 3. Components of Agreement

- 3.1 The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB and the bid submitted by the Bidder in response to the RFB.
- 3.2 However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

## 4. Specific Requirements

- 4.1 This bid must meet the following specifications.
  - 4.1A The Contractor shall provide, **Ranger EZ Radar, accessories to include, wireless remote control, standard parts and labor warranty.**
  - 4.1B The Contractor shall provide, **Bee III Radar, accessories to include, wireless remote control, antenna, standard parts and labor warranty.**
  - 4.1C The Contractor shall provide, **Enforcer Radar, accessories to include, wireless remote control, antenna, standard parts and labor warranty.**
  - 4.1D The Contractor shall provide, **Python III Radar, accessories to include, wireless remote control, antenna, standard parts and labor warranty.**
  - 4.1E The Contractor shall provide, **Z-15 Handheld Stationary Radar, accessories to include, tuning fork, carrying case, operators manual, and standard parts and labor warranty.**
  - 4.1F The Contractor shall provide, **Z-25 Handheld Stationary Radar, accessories to include, wireless remote control, antenna, carrying case, operators manual, and standard parts and labor warranty.**
  - 4.1G The Contractor shall provide, **Z-35 Handheld Radar, accessories to include, tuning fork, carrying case, and operators manual.**
  - 4.1H The Contractor shall provide, **Speedgun Radar, accessories to include, wireless remote control and operators manual.**

- 4.1I The Contractor shall provide, **Speedgun Plus Radar, accessories to include, wireless remote control and operators manual.**
- 4.1J The Contractor shall provide, **Falcon HR Stationary Radar, accessories to include, cordless option and operators manual.**
- 4.1K The Contractor shall provide, **Falcon HR Stationary Radar, accessories to include, cordless option, carrying case and operators manual.**
- 4.1L The Contractor shall provide, **Talon Stationary Radar, accessories to include, battery pack and operators manual.**
- 4.1M The Contractor shall provide, **Eagle Plus K Band Radar, accessories to include, remote control and operators manual.**
- 4.1N The Contractor shall provide, **Eagle K Band Radar, accessories to include, remote control and operators manual.**
- 4.1O The Contractor shall provide, **Raptor Moving/Stationary Radar, accessories to include, wireless remote control and operators manual.**
- 4.1P The Contractor shall provide, **Golden Eagle Radar, accessories to include, wireless remote control and operators manual.**
- 4.1Q The Contractor shall provide, **Golden Eagle Single KA Band Radar, accessories to include, wireless remote control and operators manual.**
- 4.1R The Contractor shall provide, **Eagle Plus KA Band Radar, accessories to include, wireless remote control and operators manual.**
- 4.1S The Contractor shall provide, **Eagle Single KA Band Radar, accessories to include, wireless remote control and operators manual.**
- 4.1T The Contractor shall provide, **Eagle Dual K Heavy Duty Radar, accessories to include, wireless remote control and operators manual.**
- 4.1U The Contractor shall provide, **Stalker DSR Radar, accessories to include, wireless remote control and operators manual.**
- 4.1V The Contractor shall provide, **Stalker 2X Radar, accessories to include, wireless remote control and operators manual.**
- 4.1W The Contractor shall provide, **Stalker Dual Radar, accessories to include, wireless remote control and operators manual.**
- 4.1X The Contractor shall provide, **Truspeed S, accessories to include, wireless remote control and operators manual.**
- 4.1Y The Contractor shall provide, **Truspeed SX, accessories to include, wireless remote control and operators manual.**

## 5. Bid Submission

- 5.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 a.m., CST, December 12, 2012**

**RFB Coordinator:**

**Ms. Cindy Norman, Senior General Services Technician**  
**Missouri Department of Transportation**  
**830 MoDOT Drive; Jefferson City, MO 65109**  
**P.O. Box 270; Jefferson City, MO 65102**  
**PHONE: (573) 522-9746; FAX:(573) 526-1218**  
**EMAIL: [Cindy.Norman@modot.mo.gov](mailto:Cindy.Norman@modot.mo.gov) (Questions Only)**

- 5.2 All bids must be received in a sealed package clearly marked “**5-121212CN-Radars**”.
- 5.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 5.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid. Bid will be awarded on a “Per Category” basis.
- 5.5 **Cost Determination** – The low bid shall be determined by reviewing bids to ensure pricing was submitted in accordance with the specifications and requirements specified herein. Award will be determined on quantity one (1) unit.
- 5.6 Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 5.7 In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- 5.8 **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 RFB Coordinator, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

The bidder shall provide a firm, fixed price in the table below for providing the deliverables/services in accordance with the provisions and requirements specified herein. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

**CATEGORY #1**

<b>Item #</b>	<b>Description:</b> <i>Ranger EZ Radar</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1A "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #2**

<b>Item #</b>	<b>Description:</b> <i>Bee III Radar</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1B "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #3**

<b>Item #</b>	<b>Description:</b> <i>Enforcer Radar</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1C "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #4**

<b>Item #</b>	<b>Description:</b> <i>Python III</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1D "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #5**

<b>Item #</b>	<b>Description:</b> <i>Z-15 Radar</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1E "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #6**

<b>Item #</b>	<b>Description:</b> <i>Z-25 Radar</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1F "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #7**

<b>Item #</b>	<b>Description:</b> <i>Z-35 Radar</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1G "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #8**

<b>Item #</b>	<b>Description:</b> <i>Speedgun</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1H "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #9**

<b>Item #</b>	<b>Description:</b> <i>Speedgun Plus</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1I "Specific Requirements" for details regarding services to be considered in the monthly cost.	1-5	
		6-10	
		11-15	
		16-20	
		20+	

**CATEGORY #10**

<b>Item #</b>	<b>Description:</b> <i>Falcon HR Stationary</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1J "Specific Requirements" for details regarding services to be considered in the monthly cost.	1-5	
		6-10	
		11-15	
		16-20	
		20+	

**CATEGORY #11**

<b>Item #</b>	<b>Description:</b> <i>Falcon HR Stationary, with Case</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1K "Specific Requirements" for details regarding services to be considered in the monthly cost.	1-5	
		6-10	
		11-15	
		16-20	
		20+	

**CATEGORY #12**

<b>Item #</b>	<b>Description:</b>	<b>UNIT</b>	<b>COST</b>
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<i>Talon Stationary</i>			
1	Refer to section 4.1L “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		1-5	
		6-10	
		11-15	
		16-20	
		20+	

**CATEGORY #13**

<b>Item #</b>	<b>Description:</b> <i>Eagle Plus K Band</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1M “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		1-5	
		6-10	
		11-15	
		16-20	
		20+	

**CATEGORY #14**

<b>Item #</b>	<b>Description:</b> <i>Eagle K Band</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1N “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		1-5	
		6-10	
		11-15	
		16-20	
		20+	

**CATEGORY #15**

<b>Item #</b>	<b>Description:</b> <i>Raptor Moving/Stationary</i>	<b>UNIT</b>	<b>COST</b>
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1	Refer to section 4.1O “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #16**

<b>Item #</b>	<b>Description:</b> <i>Golden Eagle</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1P “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #17**

<b>Item #</b>	<b>Description:</b> <i>Golden Eagle Single KA</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1Q “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #18**

<b>Item #</b>	<b>Description:</b> <i>Golden Eagle Plus KA</i>	<b>UNIT</b>	<b>COST</b>
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1	Refer to section 4.1R “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #19**

<b>Item #</b>	<b>Description:</b> <i>Eagle Single KA</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1S “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #20**

<b>Item #</b>	<b>Description:</b> <i>Eagle Dual Heavy Duty</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1T “Specific Requirements” for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #21**

<b>Item #</b>	<b>Description:</b> <i>Stalker DSR</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1U "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #22**

<b>Item #</b>	<b>Description:</b> <i>Stalker 2X</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1V "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #23**

<b>Item #</b>	<b>Description:</b> <i>Stalker Dual</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1W "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #24**

<b>Item #</b>	<b>Description:</b>	<b>UNIT</b>	<b>COST</b>
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<i>Stalker Dual</i>			
1	Refer to section 4.1X "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

**CATEGORY #25**

<b>Item #</b>	<b>Description:</b> <i>Stalker Dual</i>	<b>UNIT</b>	<b>COST</b>
1	Refer to section 4.1Y "Specific Requirements" for details regarding services to be considered in the monthly cost.		
		<b>1-5</b>	
		<b>6-10</b>	
		<b>11-15</b>	
		<b>16-20</b>	
		<b>20+</b>	

RENEWAL INFORMATION - In the event MHTC exercises its options to renew the contract for three (3) additional one-year period pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or maximum percentages of decrease for each renewal period. The Bidder is cautioned the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised the MHTC does not automatically grant increases at the time of renewing the contract and if an increase is requested, documentation of need must be provided at the time of renewal.

**First Renewal Period** \_\_\_\_\_% of maximum increase or  
\_\_\_\_\_ % of maximum decrease

**Second Renewal Period** \_\_\_\_\_% of maximum increase or  
\_\_\_\_\_ % of maximum decrease

**Third Renewal Period** \_\_\_\_\_% of maximum increase or  
\_\_\_\_\_ % of maximum decrease

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**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 **Radar's** listed in the attached "Request for Bid" for sale to other Missouri governmental 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.

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

YES \_\_\_\_\_

NO \_\_\_\_\_

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 - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

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

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

**Preferences**

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

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**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.