

Solicitation Summary Report

MoDOT - SL

Solicitation# IFQ605SL20000423: LED Wall Packs

General Header Information

No. IFQ605SL20000423
Title: LED Wall Packs
Start Date: August 12, 2019 at 10:00:00 AM CDT
End Date: August 16, 2019 at 10:00:00 AM CDT
Collaboration Start Date:
Collaboration End Date:
Estimated Total Value:
Description: This solicitation seeks quotations from qualified bidders to provide LED Wall Packs. Winning bidder must provide Ameren utility rebate assistance for the project. All rebates will be issued to the Missouri Department of Transportation. If not quoting listed models, please include product literature/specifications with quotation response. The LED Wall Packs must be delivered within 40 working days after the notice to proceed has been issued. Liquidated damages will be assessed after the 40 days. ATTENTION VENDORS: You must be a registered MissouriBUYS vendor to review all terms and conditions of this solicitation. Visit <https://missouribuy.mo.gov/registration> to obtain full access.

Delivery Terms: Free On Board Destination
Delivery Notes: Missouri Department of Transportation
General Services Bldg E
2309 Barrett Station Road
Ballwin, MO 63021
All costs for delivery must be included in the unit pricing offered.

Payment Terms: Net 30 Days
Contact Information: MoDOT - SL
Cheryl Sprogoe
2309 Barrett Station Rd Ballwin MO, 63021 United States
Tel: 314-205-7308
Fax: 314-301-1437
Cheryl.Sprogoe@modot.mo.gov

Contact Details: If you have any questions, Please contact:
Cheryl Sprogoe
2309 Barrett Station Rd Ballwin MO, 63021 United States
Tel: 314-205-7308
Fax: 314-301-1437
Cheryl.Sprogoe@modot.mo.gov

Selected Categories:

Header Custom Fields:

NOTICE

Field Title	Field Description
Vendor Responsibility	<p>The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.</p> <p>The State of Missouri's Privacy Policy can be accessed here.</p>

MODOT Section Numbering

Field Title	Field Description
Section Numbering	All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.

Solicitation Requirements:**MoDOT Instructions for Submitting a Response**

Field Title	Field Description
-------------	-------------------

Instructions for Submitting a Response

The Missouri Department of Transportation is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuyss.mo.gov/sites/missouribuyss/files/How_To_Respond_To_A_Solicitation.pdf

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuy.mo.gov/sites/missouribuy/files/How_To_Respond_To_A_Solicitation.pdf

Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the Overview page, find the section titled, Original Solicitation Documents, review the solicitation document(s) then click on the box under Select, and then click on the Accept button.
2. To accept the addendum document, on the Overview page find the section titled Addendum Document, review the addendum document(s) then click on the box under Select, and then click on the Accept button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into MissouriBUYS.
2. Select the Solicitations tab.
3. Select View Current Solicitations.
4. Select My List.
5. Select the correct Opportunity Number (Opportunity No); the Overview page will display.
6. Click on Review Response from the navigation bar.
7. Click on Retract if your response needs to be revised.
8. A message will come up asking, "Are you sure you want to retract the Bid". Click on Continue to confirm.
9. Click on Respond and revise as applicable.
10. Click on Review Response from the navigation bar and then click on Submit to submit your response.

- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

MoDOT STANDARD SOLICITATION PROVISIONS

Field Title	Field Description
1.1. Standard Provisions	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, 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 Bidders 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.
1.2 Standard Provisions	All bids/quotes must be submitted by a responsible officer or employee of the firm. Obligations assumed by such submission must be fulfilled.

1.3 Standard Provisions	Work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the requirements and specifications detailed within the solicitation documents.
--------------------------------	--

MODOT IFQ GENERAL TERMS AND CONDITIONS

Field Title	Field Description
--------------------	--------------------------

2.1 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. Whenever the following words and expressions appear in an Invitation for Quote (IFQ) document or any addendum thereto, the definition or meaning described below shall apply.

2.1.1. Addendum means a written official modification to an IFQ.

2.1.2. Amendment means a written official modification to a contract.

2.1.3. Attachment applies to all forms or documents which are included with an IFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.

2.1.4. Quote end date and time and similar expressions mean a target date and time for submission of quotations. MoDOT may proceed with the evaluation and award any time after the expiration of the target date and time. Quotations received after the target date and time, but before the award of a contract, may be included in the evaluation at the discretion of MoDOT.

2.1.5. Exhibit applies to forms which are included with an IFQ for the vendor to complete and submit with the quote prior to the specified end date and time.

2.1.6. Invitation for Quote (IFQ) means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

2.1.7. May means a certain feature, component, or action is permissible, but not required.

2.1.8. Must means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a quote being considered non-responsive.

2.1.9. Pricing page(s) applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFQ.

2.1.10. Revised Statutes of Missouri (RSMo) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.

2.1.11. Shall has the same meaning as the word must.

2.1.12. Should means that a certain feature, component and/or action is desirable but not mandatory.

2.2 NON-DISCRIMINATION	<p>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).</p> <p>2.2.1. 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:</p> <p>2.2.1.1. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,</p> <p>2.2.1.2. cancellation, termination or suspension of the contract, in whole or in part.</p>
2.3 CONTRACT/PURCHASE ORDER	<p>By submitting a response, the Vendor 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.</p> <p>2.3.1 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 quote response, and (3) the MHTC's acceptance of the quote by post-award contract or purchase order.</p> <p>2.3.2 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.</p>

2.4 APPLICABLE LAWS AND REGULATIONS

The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all applicable 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.

2.4.1. 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.

2.4.2. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the State of Missouri.

2.5 OPEN COMPETITION AND IFQ DOCUMENT

It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an IFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFQ to a single source. Any and all communication from vendors regarding specifications, requirements, competitive quote process, etc., must be directed to the IFQ Contact, unless the IFQ specifically refers the vendor to another contact.

2.5.1. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable quote process, all vendors will be advised, via the issuance of an addendum to the IFQ, of any relevant or pertinent information related to the procurement.

2.5.2. Vendors are cautioned that the only official position of the MHTC is that which is issued in the IFQ or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

2.5.3. The IFQ is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those quote opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendors e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuyss.mo.gov/>.

2.5.4. MoDOT reserves the right to officially amend or cancel an IFQ after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the quote opportunity when the IFQ was established and registered vendors who have responded to the IFQ on-line prior to an addendum being issued, should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the quote opportunity when the IFQ was established and registered vendors who have responded to the quote on-line prior to a cancellation being issued, should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFQ.

2.6 PREPARATION OF QUOTES

Vendors must examine the entire IFQ carefully. Failure to do so shall be at the vendor's risk.

2.6.1. Unless otherwise specifically stated in the IFQ, all specifications and requirements constitute minimum requirements. All quotes must meet or exceed the stated specifications and requirements.

2.6.2. Unless otherwise specifically stated in the IFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the quote. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Quotes which do not comply with the requirements and specifications are subject to rejection without clarification.

2.6.3. Quotes lacking any indication of intent to quote an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFQ.

2.6.4. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the IFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

2.6.5. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFQ.

2.6.6. Quotes, including all pricing therein, shall remain valid for 90 days from end date and time unless otherwise indicated. If the quote is accepted, the entire quote, including all prices, shall be firm for the specified contract period.

2.6.7. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their quote in order to be considered for award.

2.7 SUBMISSION OF QUOTES

Registered vendors may submit quotes electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuyss.mo.gov/> or by delivery via facsimile, email or a hard copy to the Contact address shown on the Solicitation General Header Information. All quotes must (1) be submitted by a duly authorized representative of the vendors organization, (2) contain all information required by the IFQ, and (3) be priced as required. It shall be the responsibility of the vendor to ensure their quote is received by MoDOT regardless of the submission method.

2.7.1. A quote submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A quote which has been delivered to the Purchasing office may be modified by signed, written notice which has been received in the required location prior to the official end date and time specified. A quote may also be modified in person, via e-mail facsimile by the vendor or its authorized representative, provided proper identification is presented before the official end date and time.

2.7.2. A quote submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A quote which has been delivered to the required location may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received at the required location prior to the official end date and time specified. A quote may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time.

2.7.3. A quote may also be withdrawn after the quote opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of quote information that may cause irreparable harm to the vendor.

2.7.4. When submitting a quote electronically, the registered vendor indicates acceptance of all IFQ requirements, terms and conditions by clicking on the Accept button on the Overview tab. Vendors delivering a hard copy quote to Purchasing must sign and return the IFQ cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFQ requirements, terms and conditions.

Failure to do so may result in rejection of the quote unless the vendors full compliance with those documents is indicated elsewhere within the vendors response.

2.8 EVALUATION AND AWARD

Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended quote. The correction shall be incorporated in the notice of award.

Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

2.8.1. Any pricing information submitted shall be subject to evaluation if deemed to be in the best interest of the MHTC.

2.8.2. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the MHTC.

However, unless otherwise specified in the IFQ, pricing shall be evaluated at the maximum potential financial liability to the MHTC.

2.8.3. Awards shall be made to the vendor whose quote (1) complies with all mandatory specifications and requirements of the IFQ and (2) is the lowest and best quote, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFQ and (3) complies with all applicable Missouri statutes and Executive Orders.

2.8.4. In the event all vendors fail to meet the same mandatory requirement in an IFQ, MHTC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual quote.

2.8.5. Any award shall be made by notification to the successful vendor.

MHTC reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the MHTC.

2.8.6. All quotes and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of quotes.

2.8.7. The MHTC posts all quote results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period of time after quote award.

2.8.8. The MHTC reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

	<p>2.8.9. Any bid award protest must be received within ten (10) business calendar days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (10).</p> <p>2.8.10. The final determination of award(s) shall be made by the MHTC.</p>
2.9 EXECUTIVE ORDER	<p>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.</p> <p>2.9.1. 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.</p> <p>2.9.2. 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.</p> <p>2.9.3. 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.</p>
2.10 PREFERENCES	<p>In the evaluation of quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors.</p> <p>2.10.1. Vendors 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. Vendors are encouraged to obtain 10% MBE and 5% WBE participation.</p>

2.11 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. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.
2.12 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.
2.13 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.
2.14 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.
2.15 RIGHT OF ACCEPTANCE AND/OR REJECTION	MoDOT reserves the right to reject any responses, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the response, unit prices will govern.

2.16 INSPECTION AND ACCEPTANCE	<p>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.</p> <p>2.16.1. 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.</p> <p>2.16.2. 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.</p> <p>2.16.3. The MHTCs right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.</p>
2.17 INVOICING AND PAYMENT	<p>The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references 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.</p> <p>2.17.1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MHTC.</p> <p>2.17.2. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFQ.</p> <p>2.17.3. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.</p> <p>2.17.4. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.</p>

2.18 CONFLICT OF INTEREST	<p>Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.</p> <p>2.18.1. The contractor hereby covenants that at the time of the submission of the quote the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.</p>
2.19 TAX EXEMPT STATUS	<p>MHTC 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.</p>

MODOT IFQ SPECIAL TERMS AND CONDITIONS

Field Title	Field Description
3.10 Liquidated Damages	<p>In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of \$100.00 per day, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.</p>

Questionnaire:

M/WBE Participation

Description: 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.

Question	Type	Is Required
1.List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.	TEXT	Y

SDV/E Preference

Description: Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans affairs. A Service-Disabled Veteran Business (SDVE) is defined as a business whereby 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 the management and daily business operations of which are controlled by one or more service-disabled veterans.

Question	Type	Is Required
1.List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.	TEXT	Y

Domestic Products

Description: 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.

Question	Type	Is Required
1.For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.	TEXT	Y

This quote does not have any documents.

Item Specifications

No.	Item	Contract#	Quantity	Unit Size
1*	Atlas WLD64LED 5K PC 120V or functionally equivalent		29.00	each
<i>Item Specification for Atlas WLD64LED 5K PC 120V or functionally equivalent</i> <i>Description:</i> <i>Supplier can provide proposals for multiple alternatives</i> <i>Supplier can specify substitute alternatives.</i>				
2*	Atlas WLD64LED 5K no photo cell Mvolt or functionally equivalent		28.00	each
<i>Item Specification for Atlas WLD64LED 5K no photo cell Mvolt or functionally equivalent</i> <i>Description:</i> <i>Supplier can provide proposals for multiple alternatives</i> <i>Supplier can specify substitute alternatives.</i>				