

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	2-100128AS1		
DATE	January 12, 2010		
PAGE NO.	1	NO. OF PAGES	24

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

**2:00 P.M, CST, January 28, 2010**

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

Various District Locations

**BUYER:** Angela Sutton

**BUYER TELEPHONE:** (573) 526-7929

**SUPPLIES OR SERVICES**

To establish a unit delivered price for: **Traffic Signal Parts**

**\*\*\*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.

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide Traffic Signal Parts. 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.

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

**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

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI  
Traffic Signal Parts**

**Request No. 2-100128AS**

**1. Introduction**

- 1.1 This solicitation seeks bids from qualified organizations to provide Traffic Signal Parts throughout the state of Missouri with an effective contract period of March 1, 2010 through February 28, 2011 to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).
- 1.2 In the event the contractor requests a price increase during the contract 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.
  - a. No price increase shall be granted during the first 6 months of the original contract period.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

**2. Specification**

- 2.1 All equipment shall conform to the latest revision of Section 1061, 1062 and 1092 of the Missouri Standard Specifications for Highway Construction and Section 902 of the Missouri Standard Plans for Highway Construction except 1092.1 through 1092.1.7. Please see Appendix A.
- 2.2 Unless otherwise specified herein, only items on the latest revision of the MoDOT [Approved Products List for Traffic Signals and Highway Lighting Equipment](#) will be accepted. The bidder must complete and return the equipment list(s) specified herein with the bid.

[http://www.modot.mo.gov/business/contractor\\_resources/traffic.htm](http://www.modot.mo.gov/business/contractor_resources/traffic.htm)

- 2.3 If a category is not on the Approved Products List, specifications shall be submitted to compare with MoDOT specifications.
- 2.4 Only Programmable View LED Signal Modules on the following list will be accepted.

**Approved Programmable View  
LED Signal Modules**

**ManufacturerModel**

Dialight	P463R33003 (Red Ball)
Dialight	P463Y33003 (Yellow Ball)
Dialight	P463G33003 (Green Ball)
GELcore	DR3-RCFB-01A (Red Ball)
GELcore	DR3-YCFB-01A (Yellow Ball)
GELcore	DR3-GCFB-01A (Green Ball)

**3. Quantities**

- 3.1 The quantities identified in the Pricing Pages are estimates only. MoDOT may increase or decrease quantities as needed. MoDOT will issue purchase orders for traffic lighting equipment throughout the duration of the contract on an as needed basis.

**4. Delivery**

- 4.1 All equipment must be received at the specified destination within 45-60 calendar days after the issue date of the purchase order unless otherwise specified on the purchase order.

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI**

**Traffic Signal Parts**

**Request No. 2-100128AS**

- 4.2 Failure to deliver equipment in the specified delivery time will give the Commission, at its discretion, the right to cancel the remainder of the contract without being considered in breach of contract and without any additional payment to the bidder.

**5. Award**

- 5.1 Award of this bid will be made on a “Group-By-Group” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission.
- 5.2 Bidders must submit pricing for each item in each group in order to be considered responsive. Pricing is also required for all items listed with zero quantities.
- 5.3 In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

**6. Bid Submission**

- 6.1 Each bid must be mailed to Ms. Angela Sutton, General Services Procurement Unit, 1320 Creek Trail Drive, P.O. Box 270, Jefferson City, Mo 65102, or hand-delivered in a sealed package to the General Services Procurement Office located at 1320 Creek Trail Drive, Jefferson City, Missouri 65109. 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 1320 Creek Trail Drive, no later than **2:00 p.m., CST, January 28, 2010.**

**RFB Coordinator:**

**Ms. Angela Sutton, Procurement Agent  
Missouri Department of Transportation  
1320 Creek Trail Drive; Jefferson City, MO 65109  
P.O. Box 270; Jefferson City, MO 65102  
PHONE: 573-526-7929  
EMAIL: Angela.Sutton@modot.mo.gov**

- 6.2 All bids must be received in a sealed package clearly marked “**2-100128AS-Traffic Signal Parts**”
- 6.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 6.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 6.5 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
- 6.6 **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 the MoDOT, 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.

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI  
Traffic Signal Parts**

**Request No. 2-100128AS**

**SIGNALS AND HARDWARE**

The following list shall be completed and returned with the bid. Equipment shall be agreed to and approved prior to the contract award. All delivered equipment shall be the products listed below.

<b><u>Item</u></b>	<b><u>Manufacturer</u></b>	<b><u>Catalog Number</u></b>
Signal Heads - Polycarbonate	_____	_____
Signal heads shall be assembled with LEDs and visors and furnished with backplates.		
Backplate	_____	_____
LED Brand/Model No. (Green Ball)	_____	_____
LED Brand/Model No. (Red Ball)	_____	_____
LED Brand/Model No. (Yellow Ball)	_____	_____
LED Brand/Model No. (Green Arrow)	_____	_____
LED Brand/Model No. (Yellow Arrow)	_____	_____
Pedestrian Head - 1-Section	_____	_____
Pedestrian LED Signal	_____	_____
Pedestrian LED Signal (Replacement)	_____	_____
Pedestrian Push-Button	_____	_____
Hardware	_____	_____
3/8" Strandvise – Reliable 5202	_____	_____
1/4" Strandvise – Reliable 5200	_____	_____
3/4" Stainless Steel Banding Material (Type 201 (US-8122-06) or Type 316 (US-8124-06)	_____	_____
4" Spun Aluminum Pole, Schedule 80	_____	_____
Aluminum Base Assy., Heat Treated W/ Plastic Door	_____	_____
Aluminum Base Assy. W/ Alum. Door	_____	_____
Aluminum Base Assy. W/ Plastic Door	_____	_____
Pole & Base Collar Assembly (Wind Collar)	_____	_____

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

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI**

**Traffic Signal Parts  
CIRCULAR LED SIGNAL INDICATIONS**

**Request No. 2-100128AS**

The following list shall be completed and returned with the bid. Equipment shall be agreed to and approved prior to the contract award. All delivered equipment shall be the products listed below.

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
Circular LED Indication (Green)	_____	_____
Circular LED Indication (Red)	_____	_____
Circular LED Indication (Yellow)	_____	_____

**ARROW LED SIGNAL INDICATIONS**

The following list shall be completed and returned with the bid. Equipment shall be agreed to and approved prior to the contract award. All delivered equipment shall be the products listed below.

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
Arrow LED Indication(Green Arrow)	_____	_____
Arrow LED Indication(Yellow Arrow)	_____	_____

**PROGRAMMABLE VIEW LEDs**

The following list shall be completed and returned with the bid. Equipment shall be agreed to and approved prior to the contract award. All delivered equipment shall be the products listed below.

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
Programmable View LED (Green Ball)	_____	_____
Programmable View LED (Red Ball)	_____	_____
Programmable View LED (Amber Ball)	_____	_____

**CONTROLLER ACCESSORIES**

The following list shall be completed and returned with the bid. Equipment shall be agreed to and approved prior to the contract award. All delivered equipment shall be the products listed below.

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
NEMA Load Switches	_____	_____
NEMA Flashers	_____	_____
NEMA Flash Transfer Relays	_____	_____
NEMA Conflict Monitor	_____	_____
2-Channel Card Rack Detectors, Time Delay	_____	_____

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

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI**

**Traffic Signal Parts  
WIRE AND CABLE**

**Request No. 2-100128AS**

The following list shall be completed and returned with the bid. Equipment shall be agreed to and approved prior to the contract award. All delivered equipment shall be the products listed below.

<u>Item</u>	<u>Manufacturer</u>	<u>IMSA Specification Number</u>
Loop Lead-In Wire, 2-Conductor, 14 gauge	_____	_____
Loop Wire - 14 gauge XHHW in-duct	_____	_____
1/4" Messenger Wire Cable Steel (Class A)	_____	_____
3/8" Messenger Wire Cable Steel (Class A)	_____	_____
10-Conductor Signal Wire	_____	_____
7-Conductor Signal Wire – 12 AWG	_____	_____
5-Conductor Signal Wire – 12 AWG	_____	_____
3-Conductor Signal Wire – 12 AWG	_____	_____
7-Conductor Signal Wire – 16 AWG	_____	_____
5-Conductor Signal Wire – 16 AWG	_____	_____
3-Conductor Signal Wire – 16 AWG	_____	_____

**PULL BOXES**

The following list shall be completed and returned with the bid. Equipment shall be agreed to and approved prior to the contract award. All delivered equipment shall be the products listed below.

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
Preformed Pull Box - Class 1	_____	_____
Preformed Pull Box - Class 2	_____	_____
Preformed Pull Box - Class 3	_____	_____
Preformed Pull Box – Class 5	_____	_____

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

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI  
Traffic Signal Parts**

**Request No. 2-100128AS**

**GROUP 1 PRICING PAGE**

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. **PRICING MUST BE SUBMITTED ON ALL ITEMS.**

<b>Qty</b>	<b>Unit</b>	<b>Description of Parts - Signals and Hardware</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<i>All five section signal heads shall be assembled with Pelco hardware. Signal heads shall be assembled with extended view LEDs and visors and furnished with backplates.</i>				
55	ea	3-Section Polycarbonate Signal Heads (R-Y-G)		
42	ea	3-Section Polycarbonate Signal Heads(R-Y-S)		
32	ea	3-Section Polycarbonate Signal Heads (R-YL-L)		
8	ea	4-Section Polycarbonate Signal Heads (R-Y-S-L)		
0	ea	4-Section Polycarbonate Signal Heads (R-Y-S-Rt)		
0	ea	5-Section Polycarbonate Signal Heads - Vertical - Side or Top-Mount		
2	ea	5-Section Polycarbonate Signal Heads - 1-2-2 - Overhead Mount		
		with Pelco Hardware (SP-1031-MO)		
40	ea	Pedestrian Head - 1-Section		
30	ea	Pedestrian LED Signal (Replacement)		
80	ea	Pedestrian Push Button		
80	ea	12-Circuit Disconnect Hanger Assembly (#SE-3073)		
10	ea	Break-A-Way Tether Assembly, tri stud (#SE-5050)		
10	ea	Serrated Ell (90 degree elbow) (#SE-0457)		
90	ea	Tri-Stud Balancer Assembly, 3/4" width (#SE-5034)		
0	ea	Tri-Stud Wire Hanger Assembly (#SE-5089)		
0	ea	Vertical Slip Tee (#SE-0458)		
34	ea	Horizontal Slip Tee (#SE-0474)		
30	ea	Slip Fitter, for 3 & 4 way signal (#SE-3029)		
10	ea	Span Wire Clamp, 3/4" width (#SE-0321)		
10	ea	Span Wire Clamps, Alum., 3/4" w/ J-bolts (#SE-0321)		
22	ea	Type 316 Stainless Steel Buckles (#US-8124-56) - 100 package quantity		
21	box	1-Bolt Flared Leg Bracket (.075" thick) (#US-8120-21) - 50 per box		
84	ea	3/8" Strandvise - Reliable 5202		
110	ea	1/4" Strandvise - Reliable 5200		
41	box	3/4" Stainless Steel Banding Material (Type 201 (US-8122-06) or Type 316 (US-8124-06)) - 100' box		
17	ea	Spun Aluminum Pole, Toe, SCH 80, 15' length (#PB-5102)		
24	ea	Alum. Base Assy., Heat Treated w/ plastic door (#PB-5336)		
0	ea	Alum. Base Assy. w/ steel coupling & aluminum door (#PB-5341)		
10	ea	Alum. Base Assy. w/ steel coupling & plastic door (#PB-5341)		
0	ea	Pole and Base Collar Assembly (Wind Collar) (#PB-5325)		

Total for  
Group 1 \_\_\_\_\_

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

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI  
Traffic Signal Parts**

**Request No. 2-100128AS**

**GROUPS 2, 3, 4 and 5 PRICING PAGE**

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. **PRICING MUST BE SUBMITTED ON ALL ITEMS.**

**GROUP 2**

<b>Qty</b>	<b>Unit</b>	<b>Description of Parts – Circular LED Signal Indications</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
250	ea	Circular LED Signal Indication – Green		
250	ea	Circular LED Signal Indication – Yellow		
400	ea	Circular LED Signal Indication – Red		

Total for Group 2 \_\_\_\_\_

**GROUP 3**

<b>Qty</b>	<b>Unit</b>	<b>Description of Parts - Signal Arrow LED Indications</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
86	ea	Signal Arrow LED Indications - Green Arrow		
74	ea	Signal Arrow LED Indications - Amber Arrow		

Total for Group 3 \_\_\_\_\_

**GROUP 4**

<b>Qty</b>	<b>Unit</b>	<b>Description of Parts - Programmable View LEDs</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
80	ea	Programmable View LED – Circular Green		
20	ea	Programmable View LED – Circular Yellow		
56	ea	Programmable View LED – Circular Red		

Total for Group 4 \_\_\_\_\_

**GROUP 5**

<b>Qty</b>	<b>Unit</b>	<b>Description of Parts - Controller Accessories</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
80	ea	NEMA Load Switches		
70	ea	NEMA Flashers		
40	ea	NEMA Flash Transfer Relays		
46	ea	NEMA-Conflict Monitor		
100	ea	2-Channel Card Rack Detectors, Time Delay		

Total for Group 5 \_\_\_\_\_

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

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI  
Traffic Signal Parts**

**Request No. 2-100128AS**

**GROUPS 6 and 7 PRICING PAGE**

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. **PRICING MUST BE SUBMITTED ON ALL ITEMS.**

**GROUP 6**

<b>Qty</b>	<b>Unit</b>	<b>Description of Parts - Wire and Cable</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
3	spool	Loop Lead-In Wire, 2-Conductor - 14 gauge - 2500' spool		
0	spool	Loop Lead-In Wire, 2-Conductor - 14 gauge - 1000' spool		
7	spool	Loop Wire - 14 gauge XHHW in-duct - 2500' spool		
16	coil	1/4" Messenger Wire Cable Steel (Class A) - 250' Coil		
		(Sec. 902.8 & Std. Dwg. 902.70)		
8	coil	3/8" Messenger Wire Cable Steel (Class A) - 250' Coil		
0	spool	7-Conductor signal wire - 2500' wooden spool - 12 AWG (IMSA 19-1)		
0	spool	7-Conductor signal wire - 500' wooden spool - 12 AWG (IMSA 19-1)		
0	spool	5-Conductor signal wire - 2500' wooden spool - 12 AWG (IMSA 19-1)		
0	spool	3-Conductor wire - 2500' wooden spool - 12 AWG (IMSA 19-1)		
4	spool	7-Conductor signal wire - 2500' wooden spool - 16 AWG (IMSA 20-1)		
2	spool	7-Conductor signal wire - 500' wooden spool - 16 AWG (IMSA 20-1)		
1	spool	5-Conductor signal wire - 2500' wooden spool - 16 AWG (IMSA 20-1)		
2	spool	3-Conductor wire - 2500' wooden spool - 16 AWG (IMSA 20-1)		

Total for Group 6                     

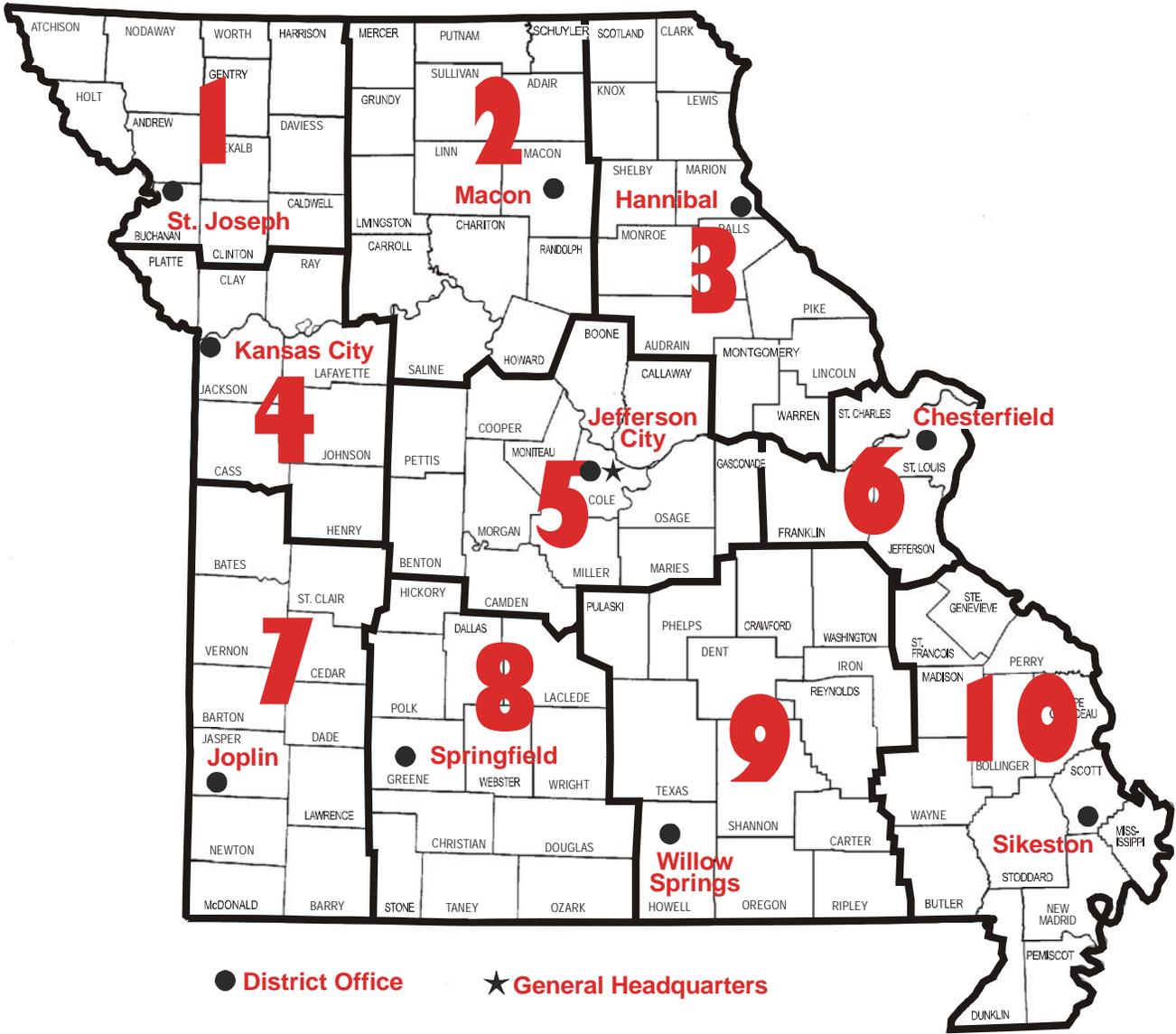
**GROUP 7**

<b>Qty</b>	<b>Unit</b>	<b>Description of Parts - Pull Boxes</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
22	ea	Preformed Pull Box - Class 1 - Cover Embossed with "STATE SIGNALS"		
16	ea	Preformed Pull Box - Class 1 - Cover Embossed with "STATE LIGHTING"		
2	ea	Preformed Pull Box - Class 2 - Cover Embossed with "STATE SIGNALS"		
0	ea	Preformed Pull Box - Class 2 - Cover Embossed with "STATE LIGHTING"		
0	ea	Preformed Pull Box - Class 3 - Cover Embossed with "STATE SIGNALS"		
0	ea	Preformed Pull Box - Class 3 - Cover Embossed with "STATE LIGHTING"		
0	ea	Preformed Pull Box - Class 5 - Cover Embossed with "STATE SIGNALS"		
0	ea	Preformed Pull Box - Class 5 - Cover Embossed with "STATE LIGHTING"		

Total for Group 7                     

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

# Missouri Department of Transportation District Outline Map



● District Office      ★ General Headquarters

COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair.....	2	Cedar.....	7	Greene.....	8	Linn.....	2	Ozark.....	8	St. Louis.....	6
Andrew.....	1	Chariton.....	2	Grundy.....	2	Livingston.....	2	Pemiscot.....	10	Saline.....	2
Atchison.....	1	Christian.....	8	Harrison.....	1	McDonald.....	7	Perry.....	10	Schuyler.....	2
Audrain.....	3	Clark.....	3	Henry.....	4	Macon.....	2	Pettis.....	5	Scotland.....	3
Barry.....	7	Clay.....	4	Hickory.....	8	Madison.....	10	Phelps.....	9	Scott.....	10
Barton.....	7	Clinton.....	1	Holt.....	1	Marion.....	3	Pike.....	3	Shannon.....	9
Bates.....	7	Cole.....	5	Howard.....	2	Monroe.....	5	Platte.....	4	Shelby.....	3
Benton.....	5	Cooper.....	5	Howell.....	9	Mercer.....	2	Polk.....	8	Stoddard.....	10
Bollinger.....	10	Crawford.....	9	Iron.....	9	Miller.....	5	Pulaski.....	9	Stone.....	8
Boone.....	5	Dade.....	7	Jackson.....	4	Moniteau.....	5	Putnam.....	2	Sullivan.....	2
Buchanan.....	1	Dallas.....	8	Jasper.....	7	Monroe.....	5	Ralls.....	3	Taney.....	8
Butler.....	10	Daviess.....	1	Jefferson.....	6	Montgomery.....	3	Randolph.....	2	Texas.....	9
Caldwell.....	1	Dekalb.....	1	Johnson.....	4	Morgan.....	5	Ray.....	4	Vernon.....	7
Callaway.....	5	Dent.....	3	Knox.....	3	New Madrid.....	10	Reynolds.....	9	Warren.....	3
Cape Girardeau.....	10	Douglas.....	8	Laclede.....	8	Newton.....	7	Ripley.....	9	Washington.....	9
Carroll.....	2	Dunklin.....	10	Lafayette.....	4	Nodaway.....	1	St. Charles.....	6	Wayne.....	10
Carter.....	9	Franklin.....	6	Lawrence.....	7	Oregon.....	9	St. Clair.....	7	Webster.....	8
Cass.....	4	Gasconade.....	5	Lincoln.....	3	Osage.....	5	St. Francois.....	10	Wright.....	8
		Gentry.....	1					Ste. Genevieve.....	10		

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

**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.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

---

Service-Disabled Veteran's Name, (Please Print)

---

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*Service-Disabled Veteran's Signature*

---

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Service-Disabled Veteran Business Name

---

---

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Missouri Address of Service-Disabled Veteran Business

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## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

\_\_\_\_\_

If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_

\_\_\_\_\_

The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

\_\_\_\_\_

### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI  
Traffic Signal Parts

Request No. 2-100128AS

**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 **Traffic Signal Parts** 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 **Traffic Signal Parts** 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.)

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

**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his 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 and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- 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.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

- a. 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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. 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.
- c. 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.
- d. 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.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

**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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

**Executive Order**

- a. 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

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

- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- 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.

**Warranty**

- a. 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 MoDOT, (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.

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

- b. 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.

**Status of Independent Contractor**

- a. 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.

**Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

**SPECIAL TERMS AND CONDITIONS**

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**Notice to Proceed**

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

**Delivery – Additional Requirements**

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

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

**Legal Weights**

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

**Increase or Decrease Quantities**

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

**Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

**Cancellation of Contract**

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

**Liquidated Damages**

- a. 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 one-hundred dollars (\$100.00) per day, per item**, 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.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**Environmental Issues**

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

## APPENDIX A

**1092.1 Signal Heads.** Signal heads shall meet the following requirements:

(a) All signal heads shall be weatherproof and black in color in accordance with [Sec 1092.1.1](#). All indications shall be 12 inches (300 mm) unless specified otherwise.

(b) All signal indications in conventional signal heads shall be illuminated with LED modules. All LED circular modules shall be in accordance with ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement dated Jun 27, 2005, shall be Intertek ETL verified and shall be in accordance with the following:

(1) The lens of each green indication shall be clear.

(2) The LED modules shall not contain Aluminum Gallium Arsenide (AlGaAs).

(3) The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or shall be set on a non-dimming operation.

(4) Module shall be labeled with “Manufactured in conformance with the ITE LED Circular Signal Supplement”.

(5) Provided with spade adapters.

(c) All yellow and green arrow LED modules shall be in accordance with ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement dated July 1, 2007, shall be Intertek ETL verified and shall be in accordance with the following.

(1) Be omni-directional

(2) The lens of each green arrow indication shall be clear.

(3) Provided with spade adapters.

## APPENDIX A

**1092.1.1 Housing, Door and Visor.** All new signal sections shall be clean, smooth and free from imperfections. The connection between signal housings shall be weatherproof. Housings shall be rigidly fastened together by a three- or four-bolt assembly or other connectors approved by the engineer. Doors that will exclude dust and moisture shall be used to ensure a weatherproof unit. A tunnel visor shall be supplied with each signal section and each door shall have provisions for attachment of the tunnel visor. All visors shall be held in place by four stainless steel fastening screws or bolts and shall be capable of being removed without opening the signal head door. Internal bosses or inserts shall be provided in each housing for mounting a terminal block and for the attachment of back plates. The top and bottom exterior of the housing shall be flat to ensure perfect alignment of assembled sections. The housing of each section shall be one piece with sides, back, top and bottom integrally molded. The design of the housing shall be such that, with the aid of simple tools and the addition of standard parts, it shall be possible to make any assembly consisting of one or more signal sections and, with the addition of standard bracket assemblies, assemble signal faces into multi-way traffic signal head configurations. The housings shall be polycarbonate. All material used in construction of polycarbonate signal heads shall be of ultraviolet stabilized color-impregnated polycarbonate resin. The housing shall have a minimum thickness of 0.09 inch (2.2 mm) and shall be ribbed or plated to produce added strength. If signal housings are not ribbed, minimum 0.10-inch (2.5 mm) aluminum plates shall be furnished and installed inside and outside the section housing at all points of attachment of the pipe bracket.

**1092.1.2 Louvers.** The degree of cut-off shall be stamped on the louver or printed on a decal on the front of the louver and shall be visible after installation.

**1092.1.2.1** Fixed louvers shall be formed of 0.025-inch (0.6 mm) sheet aluminum. The top and bottom bends of each fin shall be securely fastened to the inside of the supporting ring. The angles of cut-off from either side of the center axis of the light beam shall be provided by six types of louvers: Type A - 3 degrees, Type B - 7 degrees, Type C - 10 1/2 degrees, Type D - 14 degrees, Type E - 18 1/2 degrees and Type F - 26 1/2 degrees.

**1092.1.2.2** Adjustable louver units shall be composed of an acrylonitrile butadiene styrene (ABS) plastic housing and polycarbonate baffles. The unit shall be designed to prevent light leakage between the housing and the visor, and shall have an adjustable view range of 7 to 42 degrees. All plastic material shall be ultraviolet stabilized. All hardware shall be brass or stainless steel.

## APPENDIX A

**1092.1.3 Hardware.** Hardware shall be 1 1/2-inch (38 mm) galvanized steel or unfinished aluminum, except aluminum pipe brackets and side mount brackets. Aluminum pipe brackets shall have a spun finish. Side mount brackets may be constructed of molded, glass-impregnated polycarbonate no greater than 12 inches (300 mm) in length. Elbows, tees and crosses shall be straight threaded and furnished with a square head set screw at each connection point to ensure rigid mounting. Fittings attached to the signal housing shall incorporate serrations or, by the use of an adapter ring, shall be compatible with the serrations on the signal housing.

**1092.1.4 Backplates.** Backplates shall be provided on all signal heads as shown on the plans. Backplates shall be black in color and constructed of flat pre-cut or preformed thermoplastic. Flat pre-cut thermoplastic backplates shall have a minimum thickness of 0.250 inch (6 mm). Preformed thermoplastic backplates shall have rolled out edges and a minimum final thickness of 0.10 inch (2.5 mm).

**1092.1.5 Optically Limiting Signal Heads.** All signal sections shall meet the following:

(a) Each signal housing shall be die cast aluminum having a chromate preparatory treatment. The signal housing and lens holder shall be predrilled for backplates and visors. All access openings shall be sealed with weather resistant gaskets. Hinge and latch pins shall be non-ferrous metal or stainless steel. The lens holder and interior of the housing shall be optical black. The housing shall mount to standard 1 1/2-inch (38 mm) fittings as a single section, as a multiple section face or in combination with conventional signals. The signal housing shall be provided with an adjustable connection that permits incremental tilting from zero to 10 degrees above or below the horizontal while maintaining a common vertical axis through the mounting assembly. The housing connection shall permit external adjustment about the mounting axis in 5-degree increments. Attachments such as visors, backplates or adapters shall readily fasten to mounting surfaces without affecting the weatherproof characteristics and light integrity of the signal.

(b) The optical system shall consist of an objective lens, optical limiter-diffuser, lamp, lamp fixture and optical masking tape.

(1) The objective lens shall be a high-resolution planar incremental lens, hermetically sealed within a flat laminate of weather-resistant acrylic or approved equivalent. The lens shall be symmetrical in outline and if rotated to any 90-degree orientation about the optical axis, shall not displace the primary image.

## APPENDIX A

(2) The optical limiter-diffuser shall provide an accessible imaging surface at focus on the optical axis for objects up to 1200 feet (365 m) distant and shall permit an effective veiling mask to be applied as determined by the desired visibility zone. The optical limiter-diffuser shall be provided with positive positioning and shall be composed of heat resistant glass.

(3) The lamp shall be in accordance with [Sec 1092.1](#), and shall have an integral reflector. The lamp shall be attached to the diffusing element with a collar having a specular inner surface.

(4) The lamp fixture shall consist of a separately accessible housing and integral lamp support, an adjustable ceramic socket and a self-aligning, quick release lamp retainer. Electrical connection between section housing and lamp housing shall be accomplished with an interlock assembly that disconnects the lamp holder when the door is opened.

(5) A signal lamp intensity control shall be supplied in each signal section to provide dimming of the signal lamp as the ambient light intensity drops below approximately 3 footcandles (32 lux).

**1092.1.6 Pedestrian Signal Heads.** Pedestrian signal heads shall be in accordance with ITE specifications and standards for Pedestrian Traffic Control Signal Indications, adopted March 1985 and the following:

(a) Pedestrian signal head housings shall be constructed of a black, one-piece, 0.250-inch (6 mm) thick, polycarbonate material as shown on the plans. The housing shall include an integral mounting bracket designed for mounting on the side of the pole and on all makes of signal poles with a terminal compartment and minimum 5-position, double-row terminal block.

(b) The door, lens and any openings in the housing shall have gaskets or seals to exclude dust and moisture from the inside of the compartment.

(c) Lenses shall be constructed of polycarbonate material and reduce glare.

(d) Pedestrian signal head units shall be provided with a manufactured, preformed rectangular visor or screen-type louver.

## APPENDIX A

(e) All plastic material shall be ultraviolet stabilized.

(f) Indications shall be ITE Class 3 symbol messages. The "UPRAISED HAND" symbol shall be illuminated with a filled, Portland Orange LED module. The "WALKING PERSON" symbol shall be illuminated with a filled, White LED module. The LED modules shall be in accordance with ITE Pedestrian Traffic Control Signal Indications – Part 2: Light Emitting Diode (LED), Pedestrian Traffic Signal Modules, adopted March 19, 2004, shall be Intertek ETL verified and be in accordance with the following:

- (i) The lens shall use transparent film or materials with similar characteristics
- (ii) Modules, conforming to this specification, shall be labeled with the following statement, “Manufactured in Conformance with the Pedestrian Traffic Control Signal Indications – Part 2: Light Emitting Diode (LED) Pedestrian Signal Modules”.
- (iii) Modules with dimming capabilities shall have the option disabled or shall be set on a non-dimming operation.
- (iv) Supplied with spade adapters.

(g) Pedestrian traffic control signal faces shall be constructed such that both messages are displayed from the same message-bearing surface and rectangular in shape. The "WALKING PERSON" symbol shall be located to the right of the "UPRAISED HAND" symbol. The illumination of one message shall not result in the illumination of the other message.

**1092.1.7 Finish.** Mounting brackets and hardware, except the aluminum pipe brackets and polycarbonate side mounted brackets, shall be galvanized steel or unfinished aluminum. Aluminum pipe brackets shall have a spun finish. Painting of the mounting brackets and hardware will not be permitted.