

ATTENTION

NOTICE TO BIDDERS:

This bid involves a pre-qualified process with a deadline of January 4, 2008 for specifications. Please refer to page 13, PRE-APPROVAL OF VARIABLE SPEED LIMIT SIGNS.

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65101**

REQUEST NO.	2-080115
DATE	December 21, 2007
PAGE NO.	2
NO. OF PAGES	23

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

January 15, 2008 at 10:00 AM CST

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

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

St. Louis, Missouri

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER:	Angela Sutton Procurement Agent	BUYER TELEPHONE:	573.526.7929
		BUYER EMAIL:	Angela.Sutton@modot.mo.gov

SUPPLIES OR SERVICES

The Missouri Department of Transportation (MoDOT) is seeking bids from qualified bidders whom can provide a **Variable Speed Limit Sign (VSLS) System**. Sealed bids will be accepted as described in this bid.

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide a Variable Speed Limit Sign (VSLS) System. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

*****NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.**

**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.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

Date: _____

Telephone No.: _____

Fax No.: _____

Federal I.D. No. _____

Email Address: _____

Firm Name: _____

Address: _____

By (Signature): _____

Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____

Is your firm WBE certified? Yes No

1. Introduction:

- 1.1 As MoDOT strives to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri, it must look for innovative, cost effective ways to provide safe, uninterrupted traffic flow on Missouri's transportation system.
- 1.2 In an effort to improve uninterrupted traffic flow, transportation safety and efficient movement of goods across our state, MoDOT has a desire to install a Variable Speed Limit Sign (VSLs) System throughout I-270 and I-255 in St. Louis, Missouri.
- 1.3 The contract is to establish firm-fixed-pricing to furnish and install a Variable Speed Limit Sign (VSLs) System in various locations throughout I-270 and I-255 in St. Louis, Missouri.

2. Term of Contract:

- 2.1 This contract shall commence from the date of award through February 1, 2009 with the option to renew for two (2) one-year renewal option periods. Renewal options are at the sole discretion of MoDOT. If the options for renewal are exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercises its options to renew the contract, the requirements for future months shall be basically similar.
- 2.2 Renewal Periods – In the event that MHTC exercises its option to renew the contractor for two (1) one-year periods pursuant to the applicable provisions outlined in this document, the contractor shall understand and agree that the MHTC does not automatically grant a price increase at the time of renewing the contract.
- 2.3 Escalation Clause - In the event the contractor requests a price increase after six (6) months of 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. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

3. Quantities:

- 3.1 The quantities identified in the Pricing Pages are estimates only. MoDOT may increase or decrease quantities and software requirements as needed. MoDOT will issue purchase orders after the Missouri Highways and Transportation Commission approves the contract.

4. Delivery:

- 4.1 The contractor shall deliver variable speed limit signs as specified herein to various MoDOT locations as stated on the purchase orders.
- 4.2 For the first purchase order from MoDOT, at least 25 of the sign deliveries shall be F.O.B. Missouri Department of Transportation within 45 days upon receipt of order. At least another 25 sign deliveries from the initial order shall be F.O.B. Missouri Department of Transportation within 60 days upon receipt of order. All remaining deliveries from the initial order shall be F.O.B. Missouri Department of Transportation within 75 days upon receipt of order. All deliveries from additional orders shall be

F.O.B. Missouri Department of Transportation within 60 days upon receipt of order. The purchase order will indicate the shipping address. Please refer to the Pricing Page for estimated quantities.

5. Specifications and PreApproval of Products:

5.1 All bidders shall carefully review the VSLS system specifications and requirements detailed in this solicitation. Also, all bidders need to carefully review the information regarding the pre-approval of the VSLS system on Page 13.

6. RFB Timeline:

Issue Bid Documents:	December 21, 2007
Request For Pre-Approval Products Submission Deadline:	January 4, 2008
Anticipated Addendum Issued:	January 7, 2008
Date Bids are Due to MoDOT:	January 15, 2008

7. Non-Exclusivity

7.1 MoDOT reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed in the best interest of MoDOT.

8. Invoicing and Payment Requirements

8.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

8.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

8.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

9. Bid Submission

9.1 This Request For Bid seeks bids from qualified organizations to provide a Variable Speed Limit Sign (VSLS) System to the State of Missouri with an effective contract period from Date of Award through February 1, 2009 to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed package to Ms. Angela Sutton, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65102, or hand-delivered in a sealed package to the General Services Procurement Office located at 830 MoDOT Drive, Jefferson City, Missouri 65109. All questions regarding the RFB shall be submitted to Ms. Angela Sutton. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 a.m., CST, January 15, 2008.**

RFB Coordinator:
Ms. Angela Sutton, Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
PHONE: 573-526-7929
FAX: 573-526-1218

- 9.2 All bids must be received in a sealed package clearly marked “**2-080115 - VSLs**”
- 9.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 9.4 **Bid Guaranty/Contract Bond:**
- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted for Item 1 listed on the pricing page. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
 - b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
 - c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
 - a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.
- 9.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 9.6 **Cost Determination** – The low bid shall be determined for a quantity of 70 Variable Speed Limit Signs, 24 months of software service and 24 months of maintenance and support of the entire VSLs system. These items will be totaled to determine the overall lowest cost. Low bids will be determined for both a contractor installed option and a MoDOT installed option. MoDOT reserves the right to choose the option to be used.
- 9.7 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “ALL or NONE” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

9.8 **Open Competition/Request for Bid Document**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the 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.

MoDOT Variable Speed Limit Sign Specifications

The following specifications outlined below are to establish a term contract for “Variable Speed Limit Signs (VSLS)”.

General Specifications For a Variable Speed Limit Sign System

The specifications outlined below are to establish a term contract for a “Variable Speed Limit Sign System.”

Variable Speed Limit Sign (VSLS) Specifications

- The Variable Speed Limit Sign (VSLS) shall refer to all components of the sign including: the static portion of the sign, the LED display, the NTCIP sign controller, the wireless modem and other necessary communications devices, the battery bank, the solar panel(s), the cabinet and housing and all necessary wiring, cabling or connections.
- The VSLS shall consist of all new equipment and shall be constructed using the highest quality, commercially available components and techniques to assure high reliability and minimum maintenance.
- Each VSLS shall consist of a standard, static speed limit sign compliant with the MUTCD except that the numeric portion of the sign shall have a cut-out for a changeable, 2-digit LED display to be used in its place.
- The overall dimensions of the face of the VSLS shall be 48” wide by 60” tall.
- The LED display of the VSLS shall consist of white LEDs with a life expectancy of at least 100,000 hours for each LED. The LED display shall have a minimum luminance of 8,000 cd/m² when driven with a forward current of 20 milli-amperes.
- The luminance level of each VSLS measured over the entire face of the sign display shall not degrade more than 15% from the original luminance level over the entire 10-year life cycle of the sign. Furthermore, luminance levels from pixel to pixel shall not vary by more than 15% over the entire 10 year life cycle of the sign.
- The LED display shall be capable of displaying the numbers 0-99. The digits shall be at least 18” tall. Each digit in the display shall be a minimum of 7 pixels tall by 5 pixels wide. All pixel assemblies shall be wired so that the failure of any one pixel assembly will not affect the operation of any other. Pixel assemblies shall not be daisy chained or wired in series.
- The VSLS shall be legible from a minimum distance of 1,000 feet in both daytime and nighttime conditions. The VSLS shall be capable of measuring ambient lighting conditions and shall automatically dim or brighten to the necessary luminance based on those conditions. The VSLS shall have a cone of vision of at least 30°.
- The VSLS shall be solar powered and have a battery bank with enough storage to provide a minimum of 15 days of autonomy. In addition to the energy needed to power the sign face, the minimum 15-day autonomy shall also account for any additional power consumption required for

communication or any other sign controller function. The solar panels shall operate effectively within an ambient temperature range of -20°F to +140°F.

- The design life of each VSLS, including all sign components, operating 24 hours a day shall be a minimum of 10 years in the normal environment of Missouri.
- All components of the VSLS (internal sign components, controller, communications equipment, power supply, etc.) shall operate effectively in all weather conditions. The components shall operate effectively within the following limits:
 - Ambient temperature range of -20°F to +140°F.
 - Humidity of 100%.
- The performance of all VSLS components shall not be impaired due to vibration caused by wind, traffic or normal transportation.
- The presence of ambient radio frequency, magnetic or electromagnetic interference, including that from state and other mobile radios, power lines, transformers and motors within the proximity of any components of the VSLS system, shall not affect the operation or impair performance of the system. The system shall not conduct or radiate signals that will adversely affect other electrical or electronic equipment.
- The VSLS controller shall be NTCIP compliant and shall provide communication to the Transportation Management Center (TMC) via a wireless modem provided by the contractor. The controller shall also be equipped with ports to allow for future hard-wired connections as well as the ability to be controlled on-site via a laptop computer. Thus, the VSLS shall be able to be monitored and controlled from a remote location, such as the TMC, or in the field at the sign location.
- The VSLS controller shall be capable of performing complete diagnostics of the sign and shall be able to detect and act on various failures. Notification of failures or errors shall be returned to the operator at the TMC. Failures include, but are not limited to, data transmission errors, receipt of invalid message, loss of communication, controller failure, failure of LEDs or drivers in any character module and conflict between the actual message displayed and the message commanded. The actions taken shall depend on the type of failure (Example: Communication with a group of signs fails resulting in an action of display a default speed of 60 mph on each sign in the group). In general, when a communication failure occurs with a sign or within a group of signs, the controller shall automatically respond with one of the following actions:
 - Display a default message.
 - Blank the sign.
 - Maintain the existing message.
- The message sent to each VSLS shall be displayed constantly until the sign controller is instructed to do otherwise or until a failure results in a pre-determined default message or other action. In the event of power failure, the sign shall immediately display the current message upon restoration of power.
- The VSLS, including the solar panel(s) and cabinet, shall be mountable on a permanent pole.

VSLs Software and Communication System Requirements

- The contractor shall provide an operating control software to enable MoDOT operators to monitor and control speed limits on each VSLs from the TMC and other similar remote locations. This software shall allow MoDOT to monitor and control the signs via a map-based webpage supported on a server outside of MoDOT's internal network. The server and the software shall be fully serviced and maintained by the contractor 24 hours a day, 7 days a week. The software shall be housed on a server at the vendor's facility and shall be able to receive and analyze traffic data in .xml format from MoDOT.
- The software shall have full automation capabilities based on traffic data currently collected by existing MoDOT equipment. MoDOT currently collects 30 second data for speed, volume and occupancy per lane. This raw data shall be continuously sent by MoDOT to the contractor in .xml format. The VSLs software shall continuously accept the raw 30 second data, analyze it and when merited, give a recommended speed limit change based on parameters to be established by MoDOT. The software shall notify the operator of the recommended speed limit via an "alarm" type of notification. The notification shall be in graphical format and displayed on the webpage used to monitor and control the signs. The map shall visually indicate the notification in a graphical manner, such as flashing the VSLs icon on the map or a pop-up window. The recommended speed limit shall be required to be confirmed and initiated by a MoDOT operator in order for the command to be sent to the VSLs. In the event that data is not available from MoDOT for analysis, the signs shall still be capable of displaying a speed limit as determined by the MoDOT operator.
- The software shall provide a quick method of notifying law enforcement personnel of any speed limit changes. This shall be provided by direct monitoring of the speed limit display webpage as well as some sort of message (email, text or other similar format) sent from the software to the desired personnel.
- The software shall have three levels of security. The first level will be for the administrator(s) who shall be able to do all system administration functions including adding and removing users, allocating passwords and controlling of operator rights. The second level shall be for operators that will be required to login with their user name and password to monitor and control the VSLs. The third level of security is for personnel that will have the ability to simply view and monitor the speed limits displayed on each VSLs at any given time.
- The software shall keep logs of all operator actions and events as well as dates and times of what speed limit was displayed on each VSLs. These logs will include all control actions taken by operators and all administrative changes made by the system administrator. Events will include, but are not limited to, system failures and message postings. The logs shall be readily accessible by users without have to understand any esoteric computer language. The software shall be capable of query and report generation of this information.
- The software shall be capable of taking individual signs off-line for maintenance and installation operations. When communication with the sign taken off-line is suspended, no error reports shall be produced and the rest of the VSLs network shall continue to function properly. The software shall also be capable of adding signs to the network while on-line.

- The software shall document when users log in and log out. The software shall automatically log out users after a time period set by the system administrator.
- The software shall be capable of controlling a minimum of 200 signs. The addition of signs in the future shall not require any new software development and the contractor shall supply training and documentation to enable system operators to add signs without future dependence on the contractor.
- The software shall have utilize a map based Graphical User Interface (GUI) webpage that indicates the location, status and current message of each VLS. The webpage shall show the location of each sign in relation to each other and to MoDOT roadways, and shall show, in real time, the current message displayed by each activated VLS in the network. The web page shall serve as the tool by which MoDOT operators monitor and control the signs. As the operator is entering a message to send to a sign, the GUI shall show a facsimile of how that sign will appear indicating the state of each pixel.
- The software shall continuously monitor all signs and the communication network. The software shall display the signs on the map-based webpage in a manner representative of how they are arranged on the road so that any confusing messages can be easily identified by the operator.
- The software shall allow for communication to one VLS at a time as well as support groups of signs as defined by the operator. The operator shall be able to change or remove sign messages within an entire group by a single command. A group could include as few as 1 VLS or as many as the entire amount of signs in the network. Each VLS shall be assigned a unique IP address.
- The software shall support the scheduling of messages by the operator. Such scheduling shall allow the operator to set a message on a sign or a group of signs to turn on at a set time. This process shall allow the operator to set messages at a scheduled time and remove or change them at a later time. The software shall also allow the operator to manually override any sign message at any given time.
- The software shall support stored messages that can be selected by the operator and posted to one or more signs. MoDOT shall provide the contractor a set of preliminary messages. The software shall also support the ability for operators to create messages on a spontaneous basis and send the messages to the signs. The software shall also allow the administrator to set a series of fixed message choices for each VLS and disallow any other messages for that particular sign.
- The software shall operate in a timely manner and shall provide immediate changes to the LED display after receiving a command from the operator. Posting a message to the VLS must be completed in less than 15 seconds. Receiving a confirmation on the revised sign status must be completed in a further 15 seconds. The communication between the operator and the VLS shall be set up so that the command is sent directly from the operator to the VLS controller. It shall not be acceptable for the sign controller to operate by calling up the central server and simply “refreshing” on a regular frequency.
- When a group of signs are changed at one time, all changes shall occur within such a time frame that any driver shall not be able to drive between any consecutive signs in less time that the system takes to post the new speed limit.
- The software shall have the capability to autonomously notify designated users when errors and alarms are reported by the system.

- The software shall autonomously restart in case of power failure.
- The software shall perform communications monitoring. If a communication failure occurs the software shall:
 - Automatically inform the designated group.
 - Indicate the revised status of devices of the appropriate VSLS icon on the webpage.
 - Write a report to the system log.
 - Place an error message on the webpage.
- The software shall be compatible with MoDOT's current web browser and operating system. MoDOT currently operates on Windows 2000 and uses Internet Explorer 6.0. The software shall efficiently operate on both systems as well as any newer versions of Windows and Internet Explorer that MoDOT may switch to in the near future (i.e. Windows XP, Windows Vista, Internet Explorer 7.0).
- Each VSLS shall be automatically be polled by the software at regular intervals with not more than 5 minutes between polls so that the current message of each VSLS is continuously display on the webpage.
- In the event that a sign does not respond to a poll, the poll request shall be immediately repeated at one minute intervals until a satisfactory response is obtained. In the event that a satisfactory response is not obtained within a user-defined number of polls, then a sign failure event report shall be generated and logged. An error status for that particular VSLS shall be displayed and an alarm or notice shall be immediately sent to the operator. The sign shall continued to be polled at 5 minute intervals, but shall not continue generating an error report once the operator has been initially notified. Upon a satisfactory response, the status for that particular VSLS shall return to normal.

Installation & Maintenance (MoDOT Installed)

- The contractor is fully responsible for fabricating and supplying each VSLS in its entirety. Each VSLS shall include all components of the sign including: the static portion of the sign, the LED display, the NTCIP sign controller, the wireless modem and other necessary communications devices, the battery bank, the solar panel(s), the cabinet and housing and all necessary wiring, cabling or connections.
- The contractor shall provide all necessary cabling and connections for the VSLS system to operate correctly, including cabling connecting the solar panels to the VSLS. The vendor shall also provide all necessary mounting hardware for the signs, cabinets and solar panels.
- The contractor is responsible for installing the operating software and ensuring all elements operate correctly. All VSLS software services shall be installed and fully functional and operational by May 1, 2008.
- The contractor shall provide complete maintenance, service and support of the entire VSLS system (including the signs, software, communications devices, power supply, solar panels and other necessary components) for 24 months, beginning with the first delivery of signs. Function of the VSLS system after the 24 month period shall not depend solely on future maintenance, service and support from the contractor. Support from the contractor shall be available 24 hours per day, 7 days per week and on-site as needed during the 24-month period. This support shall include direct

support of signs in the field, software applications at the TMC and server support at the contractor's facility. Response times to system failure shall be given promptly upon notice. Required response times vary by circumstance and shall use the following guidelines.

- In the event of general communication failure between the TMC and a sign or a group of signs, the sign controller shall serve as the immediate response by appropriately displaying the existing message, displaying a default message or blanking the sign. The appropriate response shall be determined by MoDOT prior to installation of the signs. The contractor shall respond to such an event within 24 hours if communication is not restored before then. This response shall include support on-site if necessary.
 - In the event that a sign or group of signs goes blank and cannot be remedied by a function of the controller (i.e. displaying the existing message or a default message), then the event shall require an emergency response by the contractor. In such events, the contractor shall be required to respond to the failure within 4 hours upon notification by MoDOT. This response shall include support on-site if necessary. Further, the signs shall be restored to operation within 24 hours.
 - In the event of server failure at the contractor facility, which impedes the function of the VLS system, then the event shall require an emergency response by the contractor. In such events, the contractor shall be required to respond to the failure within 4 hours upon notice of the server failure. Signs shall display a default message during server failure.
- MoDOT is responsible for purchasing and installing the poles, guardrail and associated civil works. MoDOT is also responsible for installing each VLS provided by the contractor.
 - MoDOT is responsible for providing and identifying VLS locations.

Installation & Maintenance (Contractor Installed)

- The contractor is fully responsible for fabricating and supplying each VLS in its entirety. Each VLS shall include all components of the sign including: the static portion of the sign, the LED display, the NTCIP sign controller, the wireless modem and other necessary communications devices, the battery bank, the solar panel(s), the cabinet and housing and all necessary wiring, cabling or connections.
- The contractor shall provide all necessary cabling and connections for the VLS system to operate correctly, including cabling connecting the solar panels to the VLS. The vendor shall also provide all necessary mounting hardware for the signs, cabinets and solar panels.
- The contractor is fully responsible for installing each VLS, the communication network, power supplies and solar panels on poles previously installed by MoDOT. The contractor is also responsible for installing the operating software and ensuring all elements operate correctly. The contractor is responsible for all electrical connections, cabling and wiring necessary for the signs to operate correctly. The contractor is responsible for all traffic control required for installation. Traffic control shall be in accordance with MoDOT's Traffic Control for Field Operations Manual. MoDOT's proposed VLS system will include approximately 9 locations where two signs will be installed back to back in the center median on an existing sign truss post. The entire VLS system shall be installed and fully functional and operational by May 1, 2008.
- The contractor shall provide complete maintenance, service and support of the entire VLS system (including the signs, software, communications devices, power supply, solar panels and other necessary components) for 24 months, beginning with complete and operational installation of the VLS system. Function of the VLS system after the initial 24 months shall not depend solely on

future maintenance, service and support from the contractor. Support from the contractor shall be available 24 hours per day, 7 days per week and on-site as needed during the 24-month period. This support shall include direct support of signs in the field, software applications at the TMC and server support at the contractor's facility. Response times to system failure shall be given promptly upon notice. Required response times vary by circumstance and shall use the following guidelines.

- In the event of general communication failure between the TMC and a sign or a group of signs, the sign controller shall serve as the immediate response by appropriately displaying the existing message, displaying a default message or blanking the sign. The appropriate response shall be determined by MoDOT prior to installation of the signs. The contractor shall respond to such an event within 24 hours if communication is not restored before then. This response shall include support on-site if necessary.
 - In the event that a sign or group of signs goes blank and cannot be remedied by a function of the controller (i.e. displaying the existing message or a default message), then the event shall require an emergency response by the contractor. In such events, the contractor shall be required to respond to the failure within 4 hours upon notification by MoDOT. This response shall include support on-site if necessary. Further, the signs shall be restored to operation within 24 hours.
 - In the event of server failure at the contractor facility, which impedes the function of the VLS system, then the event shall require an emergency response by the contractor. In such events, the contractor shall be required to respond to the failure within 4 hours upon notice of the server failure. Signs shall display a default message during server failure.
- MoDOT is responsible for purchasing and installing the poles, guardrail and associated civil works.
 - MoDOT is responsible for providing and identifying VLS locations.

PRE-APPROVAL OF VARIABLE SPEED LIMIT SIGNS

For the purposes of this solicitation, all bidders interested in responding to this request must seek equipment and software pre-approval. This can be completed by providing proof that the equipment and software your firm offers meets and/or exceeds all requirements and specifications. The bidder is responsible for providing all necessary documentation demonstrating their equipment and software meets and/or exceeds these requirements.

Upon the completion of MoDOT's review of the submitted specifications, an addendum will be issued notifying all interested parties of the VLS systems that are qualified, and will thereafter be considered as pre-approved. MoDOT will only accept bids for the pre-approved VLS systems as noted in the addendum.

Timeline for Submittal of Specifications

The bidders shall submit three copies of their specifications to the MoDOT buyer of record, at the same address as noted above for receipt of bids, **on or before the end of business January 4, 2008**. MoDOT will not extend the date for submittal of the specifications.

ESTIMATED QUANTITIES:

The quantities shown on the pricing page are estimated requirements for the period specified. MoDOT reserves the right to increase or decrease quantities and software requirements as needed.

VARIABLE SPEED LIMIT SIGN SYSTEM 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.

ITEM #	SIZE:	MANUFACTURER /MODEL #	UNIT OF ISSUE:	EST QTY	UNIT COST:	EXT. COST:
1	48" X 60" Variable Speed Limit Sign (VSLS)		EACH	70		

Item 2: Installation of VSLS, each (contractor installed option) \$ _____

Item 3: Software package/service, total for 24 months \$ _____

- *NOTE: This line item will be paid by MoDOT on a monthly basis over the 24 month period.*

Item 4: VSLS system support and maintenance, total for 24 months \$ _____

- *NOTE: This line item will be paid by MoDOT on a monthly basis over the 24 month period.*

RENEWAL PERIOD: The bidder shall provide below the maximum percentage of increase or minimum percentage of decrease for the renewal period. The percentage shall be computed against the **current contract price** during the renewal period. **If renewal percentage is not provided,** the prices during renewal period shall be the same as during the current contract period.

1st 12-month Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd 12-month Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

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 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.

ANTI-COLLUSION STATEMENT

STATE OF _____)

_____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

Variable Speed Limit Sign System

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation
Commission**) in the penal sum of:

Dollars

(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and
Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation
Commission for furnishing **Variable Speed Limit Sign System** as set out in the bid to which this bond is
attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the
Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation
Commission the contract and contract bond in compliance with the requirements of the proposal, the
specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission,
then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission,
fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting
through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to
recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of
recovery.

(SEAL) _____
Principal

By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY
authorized to conduct surety business in the State of Missouri.

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.

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.

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- 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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- 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 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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

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

Missouri Highways and Transportation Commission
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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.
- c. 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.
- d. 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.
- 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.

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SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

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.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

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.

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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**.

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

- a. 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.
- b. 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.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.