

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	2-081110AS	
DATE	October 17, 2008	
PAGE NO.	1	NO. OF PAGES 22

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

2:00 PM, CST, November 10, 2008

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

F.O.B. Destinations

Per District Purchase Orders

BUYER:	Angela Sutton, Procurement Agent	BUYER TELEPHONE:	(573) 526-7929
BUYER EMAIL:	Angela.Sutton@modot.mo.gov		

SUPPLIES

This solicitation seeks bids from qualified organizations to provide **Roll-Up Signs** throughout the state of Missouri.

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 30 days after receipt of formal purchase order.

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____		_____
Federal I.D. No.	_____	By (Signature):	_____
Email Address:	_____	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
Roll-Up Signs**

Request No. 2-081110AS

1. Introduction

- 1.1 The contractor shall provide Roll-Up Signs to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from the Notice to Proceed through November 30, 2009, with the option for one (1) one-year renewal period.
 - a. Renewal Period - If MoDOT exercises the renewal option, the contractor shall agree to all terms and conditions of this bid and all subsequent amendments. The requirements for future months shall remain the same. MoDOT does not automatically grant a price increase at the time of renewal. If MoDOT grants a price increase, the renewal percentage shall be based upon the original contract value.

2. Quantities

- 2.1 The quantities identified on the Pricing Pages are estimates. The successful bidder may be requested to furnish more or less than the estimated quantities.
- 2.2 MoDOT does not guarantee any specific quantities required from the contractor.
- 2.3 MoDOT will issue purchase orders throughout the duration of the contract on an as needed basis.

3. Delivery

- 3.1 The contractor shall deliver the specified signs to all MoDOT districts located throughout the state as identified by each purchase order.
- 3.2 All orders shall be delivered within thirty (30) days of receiving a purchase order.
- 3.3 The District Engineer or their representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 3.4 The contractor should notify the ordering district if they do not expect to meet the delivery requirements.

4. Specifications and Samples

- 4.1 The material shall conform to the enclosed MoDOT specification designated as MGS-04-01F and any other provisions outlined in this bid.
- 4.2 Samples must be submitted to MoDOT for review and conformance to the specifications. Samples must be provided to MoDOT at no charge, will become the property of MoDOT, and will not be returned.

5. Award

- 5.1 Bids will be reviewed to determine if it complies with the mandatory requirements and to determine the lowest and responsive bid.
- 5.2 Items will be awarded on an “**All or None**” basis.
- 5.3 In the event of tie low bids, MoDOT reserves the right to establish the method used in determining the award.

**MISSOURI DEPARTMENT OF TRANSPORTATION
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5. Bid Submission

5.1 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 the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **2:00 p.m., CST, November 10, 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**

5.2 All bids must be received in a sealed package clearly marked “**Roll-Up Signs**”.

5.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**

5.4 Open Competition/Request for Bid Document

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

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PRICING PAGE

The bidder shall provide firm, fixed prices for all items listed in the tables below. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Please refer to the specs for sign overlays.

ITEM	SIGN DESCRIPTION	LAYOUT	EST. QTY.	UNIT PRICE
1	36"x48" Rectangle Black on FI Orange		33	
2	48"x36" Rectangle Black on FI Orange		12	
3	48"x36" Rectangle Black on FI Orange		38	
4	36"x18" Rectangle Black on FI Orange		20	
5	36" Octagon Red on White		75	
6	48" Triangle Red on White		38	
7	36"x48" Rectangle Black on White		29	
8	36"x60" Rectangle (36"x12" Black on Orange & 36"x48" Black on White)		41	
9	36"x60" Rectangle (36"x12" Black on Orange & 36"x48" Black on White)		0	
10	36"x48" Rectangle Black on White		0	

ITEM	SIGN DESCRIPTION	LAYOUT	EST. QTY.	UNIT PRICE
11	36"x48" Rectangle Black on White		6	
12	36"x48" Rectangle Black on White		182	
13	48" Diamond Black on FI Orange		2	
14	48" Diamond Black on FI Orange		2	
15	48" Diamond Black on FI Orange w/Red on White symbol		2	
16	48" Diamond Black on FI Orange w/Red on White symbol		8	
17	48" Diamond Black, Red, Yellow, and Green on FI Orange		2	
18	48" Diamond Black on FI Orange		105	
19	48" Diamond Black on FI Pink		43	
20	48" Diamond Black on FI Orange w/Black on White symbol		20	

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

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ITEM	SIGN DESCRIPTION	LAYOUT	EST. QTY.	UNIT PRICE
21	48" Diamond Black on FI Orange)		10	
22	48" Diamond Black on FI Orange		5	
23	48" Diamond Black on FI Orange		94	
24	48" Diamond Black on FI Orange		26	
25	36" Diamond Black on FI Orange		18	
26	48" Diamond Black on FI Orange		343	
27	48" Diamond Black on FI Orange		28	
28	48" Diamond Black on FI Pink		10	
29	48" Diamond Black on FI Orange		147	
30	48" Diamond Black on FI Orange		195	

ITEM	SIGN DESCRIPTION	LAYOUT	EST. QTY.	UNIT PRICE
31	48" Diamond Black on FI Orange		121	
32	48" Diamond Black on FI Pink		23	
33	48" Diamond Black on FI Orange		26	
34	48" Diamond Black on FI Orange		224	
35	36" Diamond Black on FI Orange		25	
36	48" Diamond Black on FI Orange		0	
37	60"X48" Rectangle (60"x12" Black on Orange & 60"x36" Black on White)		12	
38	48"X36" Rectangle (48"x12" Black on Orange & 48"x24" Black on White)		2	
39	48" Diamond Black on FI Orange		61	
40	48" Diamond Black on FI Pink		14	

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ITEM	SIGN DESCRIPTION	LAYOUT	EST. QTY.	UNIT PRICE
41	36" Diamond Black on FI Orange		91	
42	48" Diamond Black on FI Orange		1	
43	48" Diamond Black on FI Orange		238	
44	48" Diamond Black on FI Orange		57	
45	48" Diamond Black on FI Orange		32	
46	42"x30" Rectangle Black on FI Orange		40	
47	48" Diamond Black on FI Orange		15	
48	48" Diamond Black on FI Orange		131	
49	48" Diamond Black on FI Pink		22	
50	48" Diamond Black on FI Orange		41	

ITEM	SIGN DESCRIPTION	LAYOUT	EST. QTY.	UNIT PRICE
51	48" Diamond Black on FI Orange		29	
52	48" Diamond Black on FI Pink		46	
53	48" Diamond Black on FI Orange		130	
54	48" Diamond Black on FI Orange		215	
55	48" Diamond Black on FI Orange		53	
56	48" Diamond Black on FI Orange		20	
57	48" Diamond Black on FI Orange		4	
58	Flag System		60	

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RENEWAL PERIOD: The bidder shall provide below the maximum percentage of increase or maximum percentage of decrease for the renewal period. The percentage shall be computed against the **original 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 Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

Signature: _____

Title: _____



ROLL-UP SIGNS (MGS-04-01F)

1.0 DESCRIPTION. This specification covers roll-up signs to be used in temporary traffic control zones.

2.0 MATERIAL.

2.1 SIGNS AND OVERLAYS.

2.1.1 SUBSTRATES. Sign and overlay blanks shall consist of microprismatic, retroreflective sheeting, in colors specified, sealed to a heavy-duty coated fabric or vinyl material of like or neutral color. Sheeting shall be UV stabilized to meet weathering requirements of ASTM G 23 or G 26, shall have a minimum coefficient of retroreflection specified below when measured in accordance with ASTM E 810, and shall meet the applicable color specification below. Heat resistance and impact resistance of the sheeting shall be in accordance with the latest version of ASTM D 4956.

Minimum Coefficient of Retroreflection (R_A) at 90 Degree Rotation Angle (cd/fc/ft ²)					
Observation Angle (degree)	Entrance Angle (degree)	Color			
		Fluorescent Pink	Fluorescent Orange	White	Yellow
0.2	-4	135	200	250	170
0.2	+30	60	100	95	64
0.5	-4	60	80	200	136
0.5	+30	25	30	60	40

Color Specification Limits (daytime)									
Color	1		2		3		4		Min. Luminance Factor (Y%)
	x	Y	x	y	x	y	x	y	
Fluorescent Pink	.590	.350	.644	.290	.497	.209	.400	.335	25
Fluorescent Orange	.562	.348	.506	.404	.570	.429	.645	.355	14
White	.303	.300	.368	.366	.340	.393	.274	.329	30
Yellow	.498	.412	.557	.442	.479	.520	.438	.472	24

The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with CIE Standard Illuminant D65.

2.1.2 DESIGN AND LAYOUT. Signs and overlays shall be of the color and size specified below. Sign and overlay borders, legends (size and copy), and symbols, as applicable, shall conform to the latest editions of the *Manual on Uniform Traffic Control Devices* and the *Standard Highway Signs* book and shall be silk-screened onto the face of the sign. Ink used in production of the signs and overlays shall conform to industry color standards and shall be compatible with the sheeting and shall not crack, peel, split, or delaminate from the sheeting for the useful life of the sign. For ease of sign identification when stored, the legend, or worded description for symbol signs, shall be printed near the bottom corner of the sign, between the border and the edge of each sign, or on a tag securely affixed to the bottom corner of the sign.

Sign		Overlay ¹		
Layout	Size and Color	Side a	Side b	Size ² and Color
 E5-1	36"x48" Rectangle Black on FI Orange	n/a	n/a	n/a
 E5-2	48"x36" Rectangle Black on FI Orange	n/a	n/a	n/a
 E5-2a	48"x36" Rectangle Black on FI Orange	n/a	n/a	n/a
 G20-4	36"x18" Rectangle Black on FI Orange	n/a	n/a	n/a
 R1-1	36" Octagon Red on White	n/a	n/a	n/a
 R1-2	48" Triangle Red on White	n/a	n/a	n/a
 R2-1	36"x48" Rectangle Black on White	4	5	15"x17" (approx.) Black on White
		6	7	15"x17" (approx.) Black on White
		0	n/a	15"x17" (approx.) Black on White
 R2-1(WZ)	36"x60" Rectangle (36"x12" Black on Orange & 36"x48" Black on White)	4	5	15"x17" (approx.) Black on White
		3	5	15"x17" (approx.) Black on White
 R4-1	36"x60" Rectangle (36"x12" Black on Orange & 36"x48" Black on White)	n/a	n/a	n/a
 R4-2	36"x48" Rectangle Black on White	n/a	n/a	n/a
 R10-6	36"x48" Rectangle Black on White	n/a	n/a	n/a
 R11-2	48"x30" Rectangle Black on White	n/a	n/a	n/a

Sign		Overlay ¹		
Layout	Size and Color	Side a	Side b	Size ² and Color
 W1-4L	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W1-4R	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W3-1a	48" Diamond Black on FI Orange w/ Red on White symbol	n/a	n/a	n/a
 W3-2	48" Diamond Black on FI Orange w/ Red on White symbol	n/a	n/a	n/a
 W3-3	48" Diamond Black, Red, Yellow, and Green on FI Orange	n/a	n/a	n/a
 W3-4	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W3-4(IM)	48" Diamond Black on FI Pink	n/a	n/a	n/a
 W3-5	48" Diamond Black on FI Orange w/ Black on White symbol	4	5	9"x11" (approx.) Black on White
		0	6	9"x11" (approx.) Black on White
 W4-1R	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W5-1	48" Diamond Black on FI Orange	RAMP	BRIDGE	27"x10" (approx.) Black on FI Orange

Sign		Overlay ¹		
Layout	Size and Color	Side a	Side b	Size ² and Color
 W8-1	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W8-2	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W8-7	36" Diamond Black on FI Orange	n/a	n/a	n/a
 W20-1	48" Diamond Black on FI Orange	RAMP	BRIDGE	27"x10" (approx.) Black on FI Orange
 W20-2	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W20-2(IM)	48" Diamond Black on FI Pink	n/a	n/a	n/a
 W20-3	48" Diamond Black on FI Orange	RAMP	BRIDGE	27"x10" (approx.) Black on FI Orange
		500 FT	1000 FT	29"x9" (approx.) Black on FI Orange
 W20-4	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W20-5	48" Diamond Black on FI Orange	LEFT LANE	CENTER LANE	40"x8" (approx.) Black on FI Orange
 W20-5(IM)	48" Diamond Black on FI Pink	LEFT LANE	CENTER LANE	40"x8" (approx.) Black on FI Pink

Sign		Overlay ¹		
Layout	Size and Color	Side a	Side b	Size ² and Color
 W20-5a	48" Diamond Black on FI Orange			20"x8" (approx.) Black on FI Orange
 W20-7a	48" Diamond Black on FI Orange	n/a	n/a	n/a
 W21-2	36" Diamond Black on FI Orange	n/a	n/a	n/a
 W21-6	48" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT	60"x48" Rectangle (60"x12" Black on Orange & 60"x36" Black on White)		n/a	56"x12" (approx.) Black on White
 MoDOT	48"x36" Rectangle (48"x12" Black on Orange & 48"x24" Black on White)	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange		n/a	24"x12" (approx.) Black on FI Orange
 MoDOT	48" Diamond Black on FI Pink		n/a	24"x12" (approx.) Black on FI Pink
 MoDOT	36" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a

Sign		Overlay¹		
Layout	Size and Color	Side a	Side b	Size² and Color
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT	42"x30" Rectangle Black on FI Orange	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange	LEFT	CENTER	28"x10" (approx.) Black on FI Orange
 MoDOT	48" Diamond Black on FI Orange	LEFT	CENTER	28"x10" (approx.) Black on FI Orange
 MoDOT(IM)	48" Diamond Black on FI Pink	LEFT	CENTER	28"x10" (approx.) Black on FI Pink
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT(IM)	48" Diamond Black on FI Pink	n/a	n/a	n/a
 MoDOT(IM)	48" Diamond Black on FI Pink	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a

Sign		Overlay ¹		
Layout	Size and Color	Side a	Side b	Size ² and Color
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a
 MoDOT	48" Diamond Black on FI Orange	n/a	n/a	n/a

- (1) Overlay packages are supplied as part of the associated sign.
 (2) Overlay size is approximate. The manufacturer shall ensure actual size provides enough area for the specified overlay legend or symbol, accommodates a buffer space for the overlay attachments, and completely covers the appropriate sign legend or symbol while not obscuring any sign border or relevant legend or symbol.

2.1.3 OVERLAY ATTACHMENTS. For signs with overlays, a minimum 3/4-inch wide hook-and-loop material of color similar to the sign and overlay substrates they are placed on shall be used to display the overlay on the sign. The hook portion shall be placed along the length of the top and bottom of those sides opposite the sheeted sides of the overlay. The loop portion shall be placed on the face of the sign in the same dimensions used for the hook portion on the overlay and located on the sign face to display the overlay in its intended position. Each portion shall be securely affixed to the sign and overlay with a weather-resistant stitching material.

2.1.4 BRACING POCKETS. To facilitate attachment of the sign bracing to the sign, a pocket shall be provided on the back of the sign at each horizontal, vertical, and diagonal rib terminus, except those short horizontal ribs added for use with universal sign holders as described in Sec 2.2.2. Each pocket shall be positioned to ensure the sign remains taught and maintains its intended shape when the rib is engaged in the pocket and shall be securely attached to the sign with at least two appropriate-sized, semi-hollow, truss-head, zinc-plated steel rivets with washers. Fabric and sliding pockets, as well as plastic pockets with one of the two rivets exposed at the top of the pocket, are not acceptable.

2.1.5 ANTI-KITING DEVICE. A strap consisting of 1-inch wide hook-and-loop material securely affixed back-to-back shall be permanently attached near the center of the back of the sign to allow the user to prevent the sign from billowing away from the sign bracing. The manufacturer may submit alternative designs for department consideration.

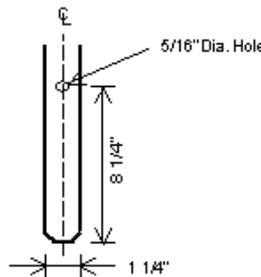
2.1.6 STORAGE DEVICE. A strap consisting of 1-inch wide hook-and-loop material securely affixed back-to-back shall be permanently attached to the sign to allow the user to store the roll-up sign easily. The manufacturer may submit alternative designs for department consideration.

2.2 SIGN BRACING.

2.2.1 SUPPORT RIBS. Sign bracing shall be constructed of UV stabilized, bloom- and splinter-resistant, fiberglass ribs conforming to the thickness and width dimensions specified below. Lengths shall be sufficient to ensure the sign remains taught and maintains its intended shape when the rib is engaged in the pocket. Rib ends shall be shaped or otherwise treated to prevent splintering, sharp edges, and damage to the sign face.

	Thickness	Width
Horizontal Ribs	3/16"	1-1/4"
Diagonal Ribs	1/4"	1-1/4"
Vertical Ribs	5/16"	1-1/4"

2.2.2 CONFIGURATION AND DESIGN. Diamond-shaped signs shall have one full vertical and one full horizontal rib. All other signs shall have a bracing configuration designed to present the intended sign shape and shall include a horizontally-centered, full vertical and a horizontal rib. The horizontal rib may extend the width of the sign or be designed for use with universal sign holders. All vertical ribs shall have one 5/16-inch diameter hole drilled as shown below.



2.2.3 RIB CONNECTIONS. All ribs shall be fastened together, typically at the intersection of the midpoint of their length and width, with a bolt or rivet combination designed for ease of roll-up sign storage and to minimize damage to the sign material. Bolt combinations shall consist of a zinc-plated steel 1/4-inch slotted-, phillips-, or hex-head bolt, washers, and an all-metal, self-locking nut. Rivet combinations shall consist of a 1/4-inch diameter, semi-hollow, truss-head, zinc-plated steel rivet and washers. Blind or hollow type rivets are not acceptable. Washers shall consist of a zinc-plated 1/4-inch I.D. x 1-inch O.D. x 1/16-inch flat washer located between the fastener pieces and the ribs and between each of the ribs and, if applicable, a zinc-plated 1/4-inch split-ring, lock washer located under the head of the rivet.

2.2.4 SUPPORT STRAP. A strap shall be permanently attached to the upper and lower portions of the vertical rib to allow the user to secure the roll-up sign to a sign support. One end of each strap shall consist of a 1-1/4 inch long (approx.) x 1-inch wide strap with a plastic or metal D-ring secured to the end. The other end of each strap shall consist of a 7-inch long (approx.) x 1-inch wide strap of hook-and-loop material arranged so the strap adheres to itself when fed through the D-ring. The manufacturer may submit alternative designs for department consideration.



3.0 FLAG SYSTEM. Flag systems, when specified, shall consist of a flag bracket and two flag assemblies. Each flag assembly shall consist of an 18"x18" orange, vinyl flag securely attached on one side to a fiberglass blank. The blank shall be securely attached to the flag bracket with the flag "hanging" from the rod, be of sufficient cross-section to display the flag in wind speeds up to 50 mph, and be of sufficient length to hold the flags approximately six inches from the sign. The flag bracket shall display the flags at approximately 90 degrees from each other and be easily installed and removed from the upper portion of the vertical rib. The overall design of the flag system shall enable the storage of the entire system with the sign without removing the system from the sign or moving the bracket.

4.0 QUALIFICATION SAMPLE REQUIRED AT BID. The manufacturer shall submit a diamond-shaped and rectangular-shaped roll-up sign, complete with overlays, bracing, and flag system, meeting this specification and a 12"x12" sample of each substrate type to be used in the production of the roll-up signs with their bid to be considered responsive. Samples will be inspected by the department for conformance to this specification and will be considered, in addition to the bid prices, in the determination of contract award.

5.0 CERTIFICATION. The manufacturer awarded the contract shall provide certification with each shipment of roll-up signs that the roll-up signs supplied conform to the accepted samples.

6.0 ACCEPTANCE. Acceptance of roll-up signs will be by certification and any tests deemed necessary by the department to ensure the signs are in accordance with this specification.

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.

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 **Roll-Up Signs** 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 **Roll-Up Signs** 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 this form and submit with their bid.)

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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

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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 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 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 (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.

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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

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.
- 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.