

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	2-090204AS		
DATE	January 20, 2009		
PAGE NO.	1	NO. OF PAGES	23

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

**2:00 PM, CST, February 4, 2009**

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

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

Submit net bid as cash discount stipulations will not be considered

Various District Locations

**BUYER:** Angela Sutton

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

**SUPPLIES OR SERVICES**

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

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

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

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

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

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

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

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

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

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

**Federal I.D. No.** \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

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

**Request No. 2-090204AS**

**1. Introduction**

- 1.1 This solicitation seeks bids from qualified organizations to provide Traffic Lighting Parts throughout the state of Missouri with an effective contract period of March 1, 2009 through February 28, 2010 with two (1) one-year renewal option periods to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).
- a. Renewal Period - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall remain the same. The contractor shall understand and agree MHTC does not automatically grant a price increase at the time of renewing the contract. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- b. Escalation Clause - In the event the contractor requests a price increase during the renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

**2. Specification**

- 2.1 All equipment shall conform to the latest revision of Section 1091 of the Missouri Standard Specifications for Highway Construction and the Missouri Standard Plans for Highway Construction.
- 2.2 These documents are available on MoDOT's website, [www.modot.mo.gov](http://www.modot.mo.gov) or for purchase by calling 1-888-ASK-MODOT.
- 2.3 Only items on the latest revision of the Missouri Department of Transportation [Approved Products List for Traffic Signals and Highway Lighting Equipment](#) will be accepted.

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

- 2.4 If a category is not on the Approved Products List, specifications shall be submitted to compare with MoDOT specifications.

**3. Quantities**

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

**4. Delivery**

- 4.1 All equipment, with the exception of poles, must be received at the specified destination within 45-60 calendar days after the issue date of the purchase order unless otherwise specified on the purchase order.
- 4.2 Poles must be received at the specified destination within 90 calendar days after the issue date of the purchase order unless otherwise specified on the purchase order.
- 4.3 Failure to deliver equipment in the specified delivery time will give the Commission, at its discretion, the right to cancel the remainder of the contract without being considered in breach of contract and without any additional payment to the bidder.

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

**Request No. 2-090204AS**

**5. Award**

- 5.1 Award of this bid will be made on a “Group-By-Group” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission.
- 5.2 In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

**6. Bid Submission**

- 6.1 Each bid must be mailed 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, February 2, 2009.**

**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**

- 6.2 All bids must be received in a sealed package clearly marked “**2-090204S-Traffic Lighting Parts**”
- 6.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 6.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 6.5 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
- 6.6 **Open Competition/Request for Bid Document**
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

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

**Request No. 2-090204AS**

**TRAFFIC LIGHTING EQUIPMENT LIST**

**LAMPS**

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

<b><u>Item</u></b>	<b><u>Manufacturer</u></b>	<b><u>Catalog Number</u></b>	<b><u>Rated Life Hours</u></b>
70 Watt High Pressure Sodium Lamps (Medium Base, Clear)	_____	_____	_____
150 Watt (55 volt) High Pressure Sodium Lamps (Mogul Base, Clear)	_____	_____	_____
150 Watt (100 volt) High Pressure Sodium Lamps (Mogul Base, Clear)	_____	_____	_____
150 Watt (55 volt) High Pressure Sodium Lamps (Medium Base, Clear)	_____	_____	_____
250 Watt High Pressure Sodium Lamps (Mogul Base, Clear)	_____	_____	_____
400 Watt High Pressure Sodium Lamps (Mogul Base, Clear)	_____	_____	_____
1000 Watt High Pressure Sodium Lamps (Mogul Base, Clear)	_____	_____	_____
175 Watt Metal Halide Lamps (Medium Base, Clear)	_____	_____	_____
175 Watt Metal Halide Lamps (Mogul Base, Clear)	_____	_____	_____
250 Watt Metal Halide Lamps (Mogul Base, Clear)	_____	_____	_____
400 Watt Metal Halide Lamps (Mogul Base, Clear)	_____	_____	_____
1000 Wall Metal Halide Lamps (Mogul Base, Clear)	_____	_____	_____
250 Watt Mercury Vapor Lamps (Mogul Base, Clear)	_____	_____	_____
400 Watt Mercury Vapor Lamps (Mogul Base, Clear)	_____	_____	_____

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

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

**Request No. 2-090204AS**

**LUMINAIRES**

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

<b><u>Item</u></b>	<b><u>Manufacturer</u></b>	<b><u>Catalog Number</u></b>
150 Watt (Multi-Tap) High Pressure Sodium Luminaire	_____	_____
250 Watt (Multi-Tap) High Pressure Sodium Luminaire	_____	_____
400 Watt (Multi-Tap) High Pressure Sodium Luminaire	_____	_____
150 Watt (480 volt) High Pressure Sodium Luminaire	_____	_____
250 Watt (480 volt) High Pressure Sodium Luminaire	_____	_____
400 Watt (480 volt) High Pressure Sodium Luminaire	_____	_____
150 Watt (480 volt) High Pressure Sodium Ballast Kit	_____	_____
250 Watt (480 volt) High Pressure Sodium Ballast Kit	_____	_____
400 Watt (480 volt) High Pressure Sodium Ballast Kit	_____	_____
150 Watt (120/240 volt) High Pressure Sodium Ballast Kit	_____	_____
250 Watt (120/240 volt) High Pressure Sodium Ballast Kit	_____	_____
400 Watt (120/240 volt) High Pressure Sodium Ballast Kit	_____	_____
250 Watt (240 volt) Metal Halide Ballast Kit	_____	_____
250 Watt (480 volt) Metal Halide Ballast Kit	_____	_____
400 Watt (120/240 volt) Metal Halide Ballast Kit	_____	_____
400 Watt (480 volt) Metal Halide Ballast Kit	_____	_____
Time-Delay Photo Cell – 120 volt	_____	_____
Time-Delay Photo Cell – 120/240 volt	_____	_____
Time-Delay Photo Cell – 240 volt	_____	_____
Time-Delay Photo Cell – 480 volt	_____	_____
Socket for Photo Cell	_____	_____

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

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

**Request No. 2-090204AS**

**HIGH PRESSURE SODIUM WALL PACKS**

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

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
150 Watt (480 volt) High Pressure Sodium Wall Pack	_____	_____
250 Watt (480 volt) High Pressure Sodium Wall Pack	_____	_____
150 Watt (Multi Tap) High Pressure Sodium Wall Pack	_____	_____
250 Watt (Multi Tap) High Pressure Sodium Wall Pack	_____	_____

**WIRE AND CONDUIT**

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

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
#10 AWG XLP, White	_____	_____
#10 AWG XLP, Black	_____	_____
#8 AWG RHW, Black	_____	_____
#6 AWG RHW, Black	_____	_____
#4 AWG THW, Black	_____	_____
#4 AWG THW, White	_____	_____
#2 AWG THW, Black	_____	_____
#2 AWG THW, White	_____	_____
#2\O AWG RHW, Black	_____	_____
#2\O AWG RHW, White	_____	_____
#6 AWG Solid Copper Conductor	_____	_____
#2 Cable, 1-1/4" Cable Conduit	_____	_____
#6 Cable, 1" Cable Conduit	_____	_____
Fused Slip Connector	_____	_____
KTK-R-5 Fast Acting Fuses (or equiv.) (provide specifications)	_____	_____

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

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

**Request No. 2-090204AS**

**TYPE AT GALVANIZED STEEL POLES AND BRACKET ARMS**

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

<u>Item</u>	<u>Manufacturer</u>	<u>Approved Drawing Number</u>
Type AT Galvanized Steel Pole, AT-45 w/2" tenon yolk for pole-top mount luminaries.		
Design 1	_____	_____
Design 2	_____	_____
Design 3	_____	_____
Design 4	_____	_____
Design 5	_____	_____
Type AT Galvanized Steel Pole, AT-45.		
Design 1	_____	_____
Design 2	_____	_____
Design 3	_____	_____
Design 4	_____	_____
Design 5	_____	_____
Type AT Galvanized Steel Pole, AT-30.		
AT-30	_____	_____
Type AT Galvanized Steel Pole, AT-30 w/ 2" tenon yolk for pole-top mount luminaries.		
AT-30	_____	_____
Type AT-30 with 18" Rise – Trussed. Must include all attaching and mounting hardware.		
4 Foot	_____	_____
6 Foot	_____	_____
8 Foot	_____	_____
10 Foot	_____	_____
12 Foot	_____	_____
15 Foot	_____	_____

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

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

**Request No. 2-090204AS**

**TYPE AT GALVANIZED STEEL POLES AND BRACKET ARMS (continued)**

<u>Item</u>	<u>Manufacturer</u>	<u>Approved Drawing Number</u>
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Type AT-30 with 18" Rise – Single. Must include all attaching and mounting hardware.

4 Foot		
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6 Foot		
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Type AT-45 with 5'-6" Rise. Must include all attaching and mounting hardware.

6 Foot		
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15 Foot		
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**CIRCULAR STEEL FOUNDATIONS**

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

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number/Drawing Number</u>
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Circular Steel Foundation for 45' Mounting Height

Design 1 – 10'		
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Design 2 & 3 – 9'		
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Design 4 & 5 – 8'		
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Circular Steel Foundation  
for 30' Mounting Height

**TRANSFORMER BASES**

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

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
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45' Mounting Height TB3-17H Akron Foundry		
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30' Mounting Height TB1-17H Akron Foundry		
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Signed: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Request No. 2-090204AS**

**CONTROL EQUIPMENT**

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

<b><u>Item</u></b>	<b><u>Manufacturer</u></b>	<b><u>Catalog Number</u></b>
Meter Service Pedestal – 120V Signal Signal Only	_____	_____
Meter Service Pedestal – 120V Signal with 2-circuit 240V Lighting Signal & Lighting	_____	_____
Meter Service Pedestal – 120V Signal with 2-circuit 240V Lighting Dual Meter Signal & Lighting	_____	_____
Meter Service Pedestal – 2-circuit 240V Lighting Lighting Only	_____	_____
Meter Service Pedestal – 4-circuit 480V Lighting Lighting Only	_____	_____

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

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

**Request No. 2-090204AS**

**GROUP 1 PRICING PAGE**

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

Qty	Unit	Description of Parts - Lamps	UNIT PRICE	EXTENDED AMOUNT
0	Ea.	70 Watt High Pressure Sodium Lamps (Medium Base, Clear)		
1090	Ea.	150 Watt (55 volt) High Pressure Sodium Lamps (Mogul Base, Clear)		
0	Ea.	150 Watt (100 volt) High Pressure Sodium Lamps (Mogul Base, Clear)		
0	Ea.	150 Watt (55 volt) High Pressure Sodium Lamps (Medium Base, Clear)		
1062	Ea.	250 Watt High Pressure Sodium Lamps (Mogul Base, Clear)		
814	Ea.	400 Watt High Pressure Sodium Lamps (Mogul Base, Clear)		
378	Ea.	1000 Watt High Pressure Sodium Lamps (Mogul Base, Clear)		
25	Ea.	175 Watt Metal Halide Lamps (Medium Base, Clear)		
37	Ea.	175 Watt Metal Halide Lamps (Mogul Base, Clear)		
28	Ea.	250 Watt Metal Halide Lamps (Mogul Base, Clear)		
168	Ea.	400 Watt Metal Halide Lamps (Mogul Base, Clear)		
69	Ea.	1000 Watt Metal Halide Lamps (Mogul Base, Clear)		
0	Ea.	250 Watt Mercury Vapor Lamps (Mogul Base, Clear)		
0	Ea.	400 Watt Mercury Vapor Lamps (Mogul Base, Clear)		

Total For Group 1 \_\_\_\_\_

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

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

**Request No. 2-090204AS**

**GROUP 2 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.

<b>Qty</b>	<b>Unit</b>	<b>Description of Parts - Luminaires</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
197	Ea.	150 Watt (Multi Tap) High Pressure Sodium Luminaire Type 3 Distribution, Copper Windings, Glass Lenses (w/out Photo Cell Base)		
337	Ea.	250 Watt (Multi Tap) High Pressure Sodium Luminaire Type 3 Distribution, Copper Windings, Glass Lenses (without Photo Cell Base)		
118	Ea.	400 Watt (Multi Tap) High Pressure Sodium Luminaire Type 3 Distribution, Copper Windings, Glass Lenses (without Photo Cell Base)		
246	Ea.	150 Watt (480 volt) High Pressure Sodium Luminaire Type 3 Distribution, Copper Windings, Glass Lenses (without Photo Cell Base)		
266	Ea.	250 Watt (480 volt) High Pressure Sodium Luminaire Type 3 Distribution, Copper Windings, Glass Lenses (without Photo Cell Base)		
134	Ea.	400 Watt (480 volt) High Pressure Sodium Luminaire Type 3 Distribution, Copper Windings, Glass Lenses (without Photo Cell Base)		
40	Ea.	150 Watt (480 volt) High Pressure Sodium Ballast Kit		
32	Ea.	250 Watt (480 volt) High Pressure Sodium Ballast Kit		
44	Ea.	400 Watt (480 volt) High Pressure Sodium Ballast Kit		
20	Ea.	150 Watt (120/240 volt) High Pressure Sodium Ballast Kit		
20	Ea.	250 Watt (120/240 volt) High Pressure Sodium Ballast Kit		
20	Ea.	400 Watt (120/240 volt) High Pressure Sodium Ballast Kit		
0	Ea.	250 Watt (240 volt) Metal Halide Ballast Kit		
0	Ea.	250 Watt (480 volt) Metal Halide Ballast Kit		
20	Ea.	400 Watt (120/240 volt) Metal Halide Ballast Kit		
0	Ea.	400 Watt (480 volt) Metal Halide Ballast Kit		
0	Ea.	Time-Delay Photo Cell (120 volt)		
130	Ea.	Time-Delay Photo Cell (120/240 volt)		
12	Ea.	Time-Delay Photo Cell (240 volt)		
5	Ea.	Time-Delay Photo Cell (480 volt)		
30	Ea.	Socket for Photo Cell		

Total For Group 2 \_\_\_\_\_

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

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

**Request No. 2-090204AS**

**GROUP 3 AND 4 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.

Qty	Unit	Description of Parts - High Pressure Sodium Wall Packs	UNIT PRICE	EXTENDED AMOUNT
6	Ea.	150 Watt (480 volt) High Pressure Sodium Wall Pack Copper Windings, Glass Lenses (Without Photo Cell Base)		
0	Ea.	250 Watt (480 volt) High Pressure Sodium Wall Pack Copper Windings, Glass Lenses (Without Photo Cell Base)		
6	Ea.	150 Watt (Multi Tap) High Pressure Sodium Wall Pack Copper Windings, Glass Lenses (Without Photo Cell Base)		
0	Ea.	250 Watt (Multi Tap) High Pressure Sodium Wall Pack Copper Windings, Glass Lenses (Without Photo Cell Base)		

Total For Group 3 \_\_\_\_\_

Qty	Unit	Description of Parts - Wire and Conduit	UNIT PRICE	EXTENDED AMOUNT
24	Spool	#10 AWG XLP\USE Pole & Bracket Wire, Stranded Copper, Single Conductor WHITE on 500' Wooden Spools		
49	Spool	#10 AWG XLP\USE Pole & Bracket Wire, Stranded Copper, Single Conductor BLACK on 500' Wooden Spools		
28	Spool	# 8 AWG RHW\USE Underground Cable, Stranded Copper, Single Conductor BLACK on 500' Wooden Spools		
32	Spool	# 6 AWG RHW\USE Underground Cable, Stranded Copper, Single Conductor BLACK on 500' Wooden Spools		
6	Spool	# 4 AWG THW, Stranded Copper, Single Conductor BLACK on 500' Wooden Spools		
0	Spool	# 4 AWG THW, Stranded Copper, Single Conductor WHITE on 500' Wooden Spools		
6	Spool	# 2 AWG THW, Stranded Copper, Single Conductor BLACK on 500' Wooden Spools		
3	Spool	# 2 AWG THW, Stranded Copper, Single Conductor WHITE on 500' Wooden Spools		
2	Spool	# 2\O AWG RHW, Stranded Copper, Single Conductor BLACK on 500' Wooden Spools		
0	Spool	# 2\O AWG RHW, Stranded Copper, Single Conductor WHITE on 500' Wooden Spools		
6	Spool	# 6 AWG Solid Copper Conductor, Bare, on 500' Wooden Spool		
0	Spool	# 2 Cable, 1-1\4" Cable Conduit Three # 2 AWG Underground Stranded Copper Conductors One Bare, Two Insulated, On 500' Wooden Spools		
11	Spool	# 6 Cable, 1" Cable Conduit Three # 6 AWG Underground Stranded Copper Conductors One Bare, Two Insulated, On 500' Wooden Spools		
744	Ea.	Fused Slip Connector		
5250	Ea.	KTK-R-5 Fast Acting Fuses or equivalent (provide specifications)		

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

Total For Group 4 \_\_\_\_\_

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

Request No. 2-090204AS

**GROUP 5 PRICING PAGE**

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

Qty	Unit	Description of Parts - Type AT Galvanized Steel Poles & Bracket Arms	UNIT PRICE	EXTENDED AMOUNT
		<i>Type AT Galvanized Steel Poles for 45' Mounting Height w/ 2" tenon yolk for pole-top mount luminaires.</i>		
11	Ea.	AT- 45 Design 1		
10	Ea.	AT- 45 Design 2		
24	Ea.	AT- 45 Design 3		
5	Ea.	AT- 45 Design 4		
0	Ea.	AT- 45 Design 5		
		<i>Type AT Galvanized Steel Poles for 45' Mounting Height.</i>		
2	Ea.	AT- 45 Design 1		
28	Ea.	AT- 45 Design 2		
7	Ea.	AT- 45 Design 3		
0	Ea.	AT- 45 Design 4		
0	Ea.	AT- 45 Design 5		
		<i>Type AT Galvanized Steel Poles for 30' Mounting Height.</i>		
35	Ea.	AT- 30		
		<i>Type AT Galvanized Steel Poles for 30' Mounting Height w/ 2" tenon yolk for pole-top mount luminaires.</i>		
0	Ea.	AT- 30		
		<i>Type AT-30 with 18" Rise. Must include all attaching and mounting hardware.</i>		
		<i>Trussed:</i>		
0	Ea.	4 foot		
0	Ea.	6 foot		
22	Ea.	8 foot		
5	Ea.	10 foot		
11	Ea.	12 foot		
5	Ea.	15 foot		
		<i>Type AT-30 with 18" Rise. Must include all attaching and mounting hardware.</i>		
		<i>Single:</i>		
10	Ea.	4 foot		
22	Ea.	6 foot		
		<i>Type AT-45 with 5'-6" Rise. Must include all attaching and mounting hardware.</i>		
17	Ea.	6 foot		
29	Ea.	15 foot		

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

Total For Group 5 \_\_\_\_\_

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

Request No. 2-090204AS

**GROUP 6, GROUP 7 AND GROUP 8 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.

Qty	Unit	Description of Parts - Circular Steel Foundations	UNIT PRICE	EXTENDED AMOUNT
		<i><b>Include all hardware for mounting to transformer bases.</b></i>		
		Circular Steel Foundation for 45' Mounting Height		
		See Standard Plans 901.01		
18	Ea.	Design 1 - 10'		
23	Ea.	Design 2 & 3 - 9'		
0	Ea.	Design 4 & 5 - 8'		
20	Ea.	Circular Steel Foundation for 30' Mounting Height		
		See Standard Plans 901.00		

Total For Group 6 \_\_\_\_\_

Qty	Unit	Description of Parts - Transformer Bases	UNIT PRICE	EXTENDED AMOUNT
		<i><b>Include all hardware for mounting to lighting poles.</b></i>		
		45' Mounting Height		
		TB3-17H Akron Foundry		
86	Ea.	30' Mounting Height		
		TB1-17H Akron Foundry		

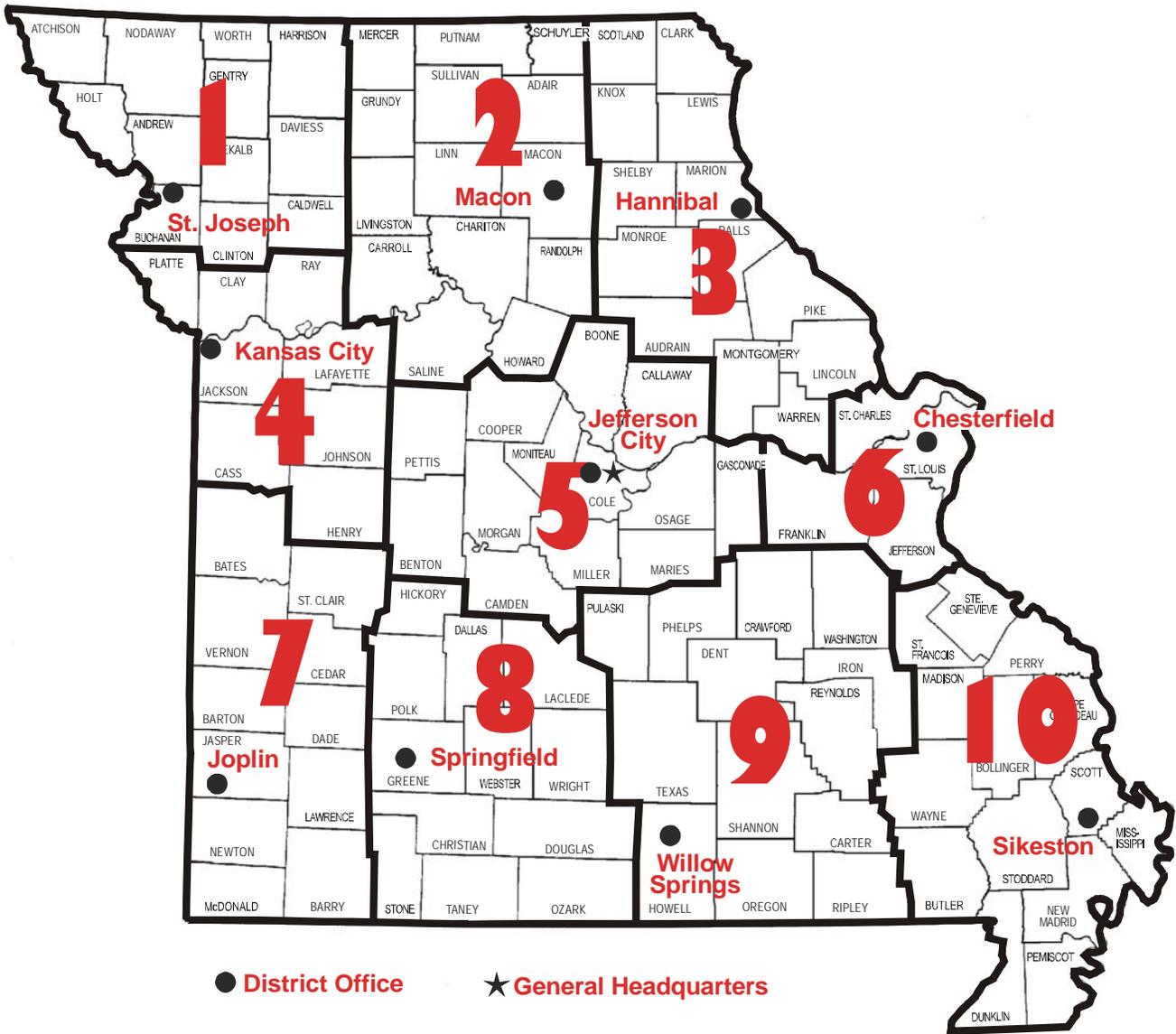
Total For Group 7 \_\_\_\_\_

Qty	Unit	Description of Parts - Control Equipment	UNIT PRICE	EXTENDED AMOUNT
0	Ea.	Meter Service Pedestal 120 Volt Signal (Signal Only)		
3	Ea.	Meter Service Pedestal 120 Volt Signal with 2-circuit 240 Volt Lighting (Signal & Lighting)		
3	Ea.	Meter Service Pedestal 120 Volt Signal with 2-circuit 240 Volt Lighting Dual Meter (Signal & Lighting)		
5	Ea.	Meter Service Pedestal 2-circuit 240 Volt Lighting (Lighting Only)		
3	Ea.	Meter Service Pedestal 4-circuit 480 Volt Lighting (Lighting Only)		

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

Total For Group 8 \_\_\_\_\_

# Missouri Department of Transportation District Outline Map



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

# 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:

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**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 **Traffic Lighting Parts** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Traffic Lighting Parts** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

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

YES \_\_\_\_\_

NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

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

**STANDARD SOLICITATION PROVISIONS**

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

GENERAL TERMS AND CONDITIONS

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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

**Subcontracting**

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

**Invoicing and Payment**

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

**Preferences**

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

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

- 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.

**SPECIAL TERMS AND CONDITIONS**

**Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the Approved Products List for Traffic Signals and Highway Lighting Equipment and any other provisions outlined in the solicitation documents.

**Information and Reports**

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

**Notice to Proceed**

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

**Delivery – Additional Requirements**

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

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

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

**Legal Weights**

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

**Increase or Decrease Quantities**

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.

**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

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

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.