

REQUEST NO.	5-111130BT
DATE	November 3, 2011
PAGE NO.	1 NO. OF PAGES

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

2:00 p.m., Local Time, November 30, 2011

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
Various MoDOT Locations

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Brenda Tyree
BUYER EMAIL:
Brenda.Tyree@modot.mo.gov

BUYER TELEPHONE: 573- 751-7482

SUPPLIES OR SERVICES

Sign Fabrication

To establish a contract to furnish “ Sign Fabrication” with an effective date of Notice to Proceed and ending December 31, 2012 in accordance with the following pages.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

Date: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide flat sheet signs, structural signs, and unique signs with an effective contract period of Notice to Proceed through December 31, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as MoDOT. Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, MO 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office located at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CST, November 30, 2011.

RFB Coordinator:

Ms. Brenda Tyree, Senior Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-751-7482
FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of flat sheet signs, structural signs, and unique signs as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
 - a. Introduction and General Information
 - b. Scope of Work
 - c. Bid Submission
 - d. Pricing Spreadsheet - (Click on separate link to view Pricing Spreadsheet to submit pricing.)
 - e. Signature Page(s)
 - f. Appendix Pages
 - g. Terms and Conditions

1.3 PRE-BID CONFERENCE:

- 1.3.1 A Pre-Bid Conference regarding this Request for Bid will be held on Wednesday, November 16, 2011 beginning at 9:30 a.m. CST at the Sign Shop located at 754 MoDOT Drive in Jefferson City, Missouri.
- 1.3.2 All potential bidders are encouraged to participate in the Pre-Bid Conference as it will be used as a forum for questions, communications, and discussions regarding the RFB. The bidder should become familiar with the RFB and develop all questions prior to the Pre-Bid Conference in order to ask questions and otherwise participate in the public communications regarding the RFB. Bidders should bring a copy of the RFB as it will be used as the agenda for the Pre-Bid Conference. Formal minutes of the Pre-Bid Conference will not be maintained.
- 1.3.3 Pre-Bid Conference Special Accommodations – Bidders are strongly encouraged to advise MoDOT within two (2) working days of the scheduled Pre-Bid Conference of any special accommodations needed for personnel who will be attending the Pre-Bid Conference so that these accommodations can be made.
- 1.3.4 Bidders must submit all questions no later than 48 hours after the Pre-Bid Conference to allow for responses to be provided in a sufficient amount of time prior to the closing date and time.

1.4 Background Information:

- 1.4.1 MoDOT historically fabricates between 90,000 and 120,000 signs annually. These numbers represent any sign fabricated on flat sheet aluminum or extruded panel aluminum ranging in size from a 4" x 6" up to large structural guide signs 45' x 12' or larger.
- 1.4.2 Historical sign fabrication data for the last 3 fiscal years can be seen in Appendix 1. The reduction in sign production seen in fiscal year 2011 was primarily due to a statewide initiative to reduce inventory levels. Appendix 2 shows actual usage rates by sign type for fiscal year 2011 for each of the current 7 districts. Appendix 3 depicts MoDOT's new 7 district boundary format with the three regional offices.
- 1.4.3 MoDOT's established expectations and inspection practices for sign maintenance operations drive the annual sign replacement and ordering levels. The expectations are that order rates will increase as inventory is reduced; however, future order rates related to this bid are unknown.

1.5 Definitions:

- 1.5.1 Flat Sheet Signs – A highway sign fabricated from flat sheet aluminum.
- 1.5.2 Flip Signs – MoDOT utilizes flat sheet aluminum 48” x 48” and 60” x 30” folding signs to display dual messages where conditions may change consistently, typically for roadway flooding.
- 1.5.3 Structural Sign – Signs fabricated using extruded aluminum panels. Signs are typically designed in 1 foot increments both height and width, but some designs may require 6” increments in the height dimension.
- 1.5.4 Unique Signs – A signing category containing signing related items that are not typical highway signs. See Appendix 12, 13, and 14.
- 1.5.5 ASTM IV Sheeting – MoDOT’s base retroreflective materials, see Appendix 8 for Sign Sheeting Specifications.
- 1.5.6 ASTM Type IX or XI Sheeting – MoDOT’s retroreflective sheeting for direct applied legend and florescent sheeting, see Appendix 8 for Sign Sheeting Specifications.
- 1.5.7 Standard Sign – A sign whose design is fixed and does not change based on application, typically regulatory, warning or informational signs specified in the MUTCD or that are MoDOT specific designs.
- 1.5.8 Variable Signs – A sign whose design varies from application to application. These signs can include such signs as exit guide signs, distance and destination signs or city limit sign, but may also include unique signs designed specifically by MoDOT Traffic and Highway Safety Division to address a specific location.
- 1.5.9 Life of the Sign – The life of the signs is expected to be at the minimum the warranty period of the sign sheeting and up to 15 years.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor(s) shall provide flat sheet signs, structural signs, and unique signs on an as needed, if needed basis for MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor(s) shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor(s).
- 2.1.4 MoDOT shall award a sign fabrication contract for each of the three (3) sign type categories (as referenced above) within each of the seven (7) districts (specified elsewhere herein).
- 2.1.5 To ensure an uninterrupted delivery of signs to MoDOT, MoDOT anticipates awarding a maximum of two (2) contingency contracts for each sign type category within each of the seven (7) districts. Such contingency contracts shall be based upon the second and third lowest bids received for each sign type category within each of the seven (7) districts.
 - a. The contingency contractor(s) shall understand and agree that MoDOT does not guarantee that any orders will be sent to the contingency contractor(s).
 - b. The contractor(s) and contingency contractor(s) shall understand and agree that the contractor selection shall be made by MoDOT and that such selection shall be final and without recourse.
- 2.1.6 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of the MoDOT.
- 2.1.7 Unless otherwise specified herein, the contractor(s) shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Specific Requirements:

- 2.2.1 The contractor(s) shall ensure all materials, equipment, and/or services bid upon complies with the Missouri Highway and Transportation Departments Missouri Standards for Highway Construction 2011 edition (hereinafter referred to as Standard Plans and Specifications), sections 903.01 and 903.02 (excluding sign design details) and sections 903 and 1042, as well as any other provisions outlined in the solicitation documents. Any variations from these specifications shall be approved by MoDOT Traffic and Highway Safety Division (hereinafter referred to as Traffic Division).
- 2.2.2 The contractor(s) shall understand and agree that two (2) forms of sign substrate are used: flat sheet aluminum and extruded aluminum panel.
 - a. See Standard Plans and Specifications 903.02 for sign sizes, hole punching, radii details and aluminum gauge for flat sheet signs, 903.03 for extruded panel fabrication.
 - b. Missouri uses the following two sizes of flip sign:
 - 1) The warning flip sign series consists of a standard 48" x 48" diamond sign blank as the base sign and a second blank that is ½ of a 48" x 48" diamond blank cut vertically down the center line. The ½ blank can be flipped along the vertical axis to quickly change the message displayed. The signs typically display a message in either orientation. This requires the primary blank to be created with ½ of the primary message on one half of the sign and ½ the secondary message on the other. The ½ blank carries the other halves of these messages, one on the front and one on the back.

- 2) The Road Closed Flip sign is 60 x 30 flat sheet aluminum that flips along the horizontal centerline to display a destination message (60 x 15) or a road closed message when the sign is unfolded (60 x 30). The details for the hinges, sign blanks and example signs can be found in Appendix 4, 5, 6 and 7.
 - c. Fabrication of unique sign items will be per the Standard Plans and Specifications and Appendixes 12, 13, and 14.
- 2.2.3 The contractor(s) shall ensure all signs are retroreflective, which must be achieved by using retroreflective sheeting only (ASTM Type IV for non-florescent colors and ASTM Type IX or XI for florescent colors). The contractor shall ensure all yellow, yellow-green, and orange signs are fabricated with florescent sheeting. (See Appendix 8 for sheeting specifications).
- 2.2.4 The contractor shall achieve sign legend by using one of the three following methods:
- a. Flat sheet signs are typically screen printed. Electro Cut (EC) films, both opaque black and translucent colors may be used; direct applied legend shall not be used. Vinyl products are not used by MoDOT.
 - b. Structural signs with legend 6" or smaller may be fabricated utilizing EC film (legend weeded out of field), or with direct applied legend cut from ASTM Type IX or XI sheeting.
 - c. Structural signs with legend larger than 6" upper case shall be fabricated with direct applied legend cut from ASTM IX or XI sheeting.
- 2.2.5 The contractor(s) shall ensure pictographs are fabricated using screen printing or EC films to produce an image that shall last the life of the primary signs and be totally retroreflective. The contractor(s) shall also have the ability to match pantone colors if requested. Example of pictographs shall include, but shall not be limited to, state and federal agency logos or college/university logos and range in colors from one (1) up to seven (7) or more. MoDOT will supply the details as described above elsewhere herein.
- 2.2.6 The contractor(s) shall include the standard MoDOT identification information on each sign face (incorporated into the screen printing of the sign or a decal on the sign face, as specified herein on Appendix 9 and 10.
- 2.2.7 The contractor(s) shall include a durable identification decal or decals on the back of each sign to assist in warranty issues, displaying the sign fabricator's information and the fabrication date. In the event the contractor(s) utilize a subcontractor to fill any part of an order, a decal for both the contractor and subcontractor must be placed on the back side of any sign fabricated by the subcontractor, see general guidance in Appendix 11.
- 2.2.8 The contractor(s) shall fabricate standard signs to MUTCD Standards or Standard Plans and Specifications unless otherwise specified by Traffic Division.
- 2.2.9 The contractor(s) shall understand and agree all non-standard / variable sign designs shall be provided by Traffic Division.
- 2.2.10 The contractor(s) shall understand and agree all sign designs will be submitted to the contractor(s) in PDF file format via email. MoDOT currently utilizes SignCAD for the majority of its sign design work, using TrafficCAD for graphical component design. If the contractor utilizes the same or compatible sign design software, MoDOT may submit sign designs in the SignCAD or TrafficCAD 2000 format. Graphic details on sign designs will be provided in Adobe Illustrator (.AI) or in Encapsulated Post Script (.EPS) format.
- 2.2.11 The contractor(s) shall include any/all graphical images regardless of the number of colors. The contractor(s) shall understand and agree that the use of florescent sheeting on part of a sign, such as the exit only panels on a guide sign, shall be considered a component of the overall sign(s) and a portion of the structural Type IV signs. The

contractor shall understand and agree all additional features shall be considered incidental and shall not be an additional cost to MoDOT.

2.2.12 The contractor(s) shall understand and agree all variable signs shall be detailed by Traffic Division. MoDOT shall submit the details to the contractor(s) for each sign order.

2.2.13 The contractor(s) must obtain prior approval from Traffic Division for variations to design and/or fabrication materials.

2.3 Reclaim Requirements:

2.3.1 MoDOT's current sign fabrication processes include the use of reclaimed sign materials removed from MoDOT roadways. MoDOT is interested in determining if this reclamation material usage can continue to be used within the parameters of the contract. MoDOT is requesting the contractor, if interested, to provide pricing for both flat sheet and extruded panel sign fabrication using reclaimed sign materials supplied by MoDOT and delivered to the contractor(s). If interested in providing flat sheet and extruded panel sign fabrication, the contractor shall understand and agree with the following:

- a. Reclaimed sign materials will be delivered in a state ready for sign production.
- b. Reclaimed sign materials will meet MoDOT's current standards for a reclaim sign blank and may vary in dimensions and / or thickness as well as other minor surface defects as a result of the reclamation process.
- c. All aspects of the final product, such as warranty and delivery times, shall be identical to a sign fabricated on new aluminum.
- d. The contractor shall have the right to reject the reclaimed sign material if it does not allow for the production of a final sign meeting all requirements, terms and conditions of this solicitation.

2.4 Shipping Method Requirements:

2.4.1 The contractor(s) shall package signs in a manner that, at a minimum, meets the sign sheeting warranty requirements.

2.4.2 The contractor(s) shall ship signs in a manner which allows a single MoDOT employee to bulk off-load signs from a transport truck using a fork truck.

- a. This method shall not pose any safety risk to the employee, the transport truck or the fork truck.
- b. Not all MoDOT facilities have access to a loading dock. Off loading may have to take place from ground level.
- c. Receiving conditions vary based on district location.

2.4.3 If requested by MoDOT, the contractor(s) shall sort a weekly order of signs for any given district. Such weekly order shall be sorted into bundles as specified on the purchase order.

- a. The sorted weekly order of signs shall be packed together for shipment to allow quick and easy dissemination after they are received by MoDOT.
- b. The sorting code (an ID number or building organizational code), as specified on the purchase order, shall be clearly displayed on the package.
- c. Signs that have no specific sorting code can be packaged together in accordance with the approved shipping methods.

2.5 Delivery Requirements:

2.5.1 The contractor(s) shall deliver signs to the following MoDOT locations.

		Loading Dock Available	Fork Truck Capacity
a	Northwest Region - St. Joseph, Missouri 64502	YES	8,000 LB
b	Northeast Region - Hannibal, Missouri 63401	YES	4,500 LB
	Regional Building - Macon, Missouri 63552	YES	4,500 LB
c	Kansas City Region - Lee's Summit, Missouri 64064-8002	YES	6,000 LB
d	Central Region - Jefferson City, Missouri 65101	NO	4,500 LB
e	St. Louis Region - Chesterfield, Missouri 63017-5712	NO	8,000 LB
f	Southwest Region - Springfield, Missouri 65801	YES	8,000 LB
	Regional Building - Joplin, Missouri 64801	NO	8,000 LB
g	Southeast Region - Sikeston, Missouri 63801	YES	8,000 LB
	Regional Building - Willow Springs, MO 65793	YES	6,000 LB

2.5.2 The contractor(s) shall assume all responsibility for the confirmation of purchase order receipt.

- a. MoDOT's preferred method of transmission and confirmation of a purchase order is scanning and emailing the purchase order document with an email receipt from the contractor(s).
- b. The contractor(s) may propose other forms of purchase order transmittal.

2.5.3 *Normal Deliveries* – The contractor(s) shall receive normal delivery sign purchase orders from MoDOT on Wednesday of each week no later than 5:00 p.m. CST. In the event Wednesday is a recognized Missouri Holiday, purchase orders will be submitted by 5:00 p.m. CST on Thursday.

- a. The contractor(s) shall deliver normal delivery signs to the specified location within twenty-one (21) calendar days after receipt of a purchase order. In the event that signs meeting the minimum specifications and requirements are not delivered within twenty-one (21) calendar days after the receipt of a purchase order, MoDOT shall be compensated at a rate of ten percent (10%) per day, not to exceed eighty percent (80%) of the non-compliant sign value and until compliant product is delivered and accepted.
- b. At a minimum, the contractor(s) shall provide MoDOT with a 24 hour advanced notice for a normal delivery of signs. The contractor(s) shall ensure each normal delivery of signs is made during a reasonable time of day, which allows MoDOT personnel to be available to off-load the signs.
- c. The contractor(s) shall understand and agree normal deliveries should not be made later than 3:00 pm unless otherwise pre-approved by the receiving district office.
- d. The contractor(s) shall be prohibited from manipulating normal order processing to avoid late delivery fees. Orders shall be shipped in the order received (earliest to latest). Modifications to the shipping process may only be authorized by the MoDOT Sign and Marking Engineer or designee.
- e. In the event the contractor is unable to provide sign fabrication due to product not meeting specifications, MoDOT shall utilize the first contingency contractor (defined as being the second lowest priced contractor) within the district for that sign type category.
- f. In the event the first contingency contractor is unable to provide sign fabrication due to product not meeting specifications, MoDOT shall utilize the second contingency contractor (defined as being the third lowest priced contractor) within the district for that sign type category, if a third contract exist.

- g. In the event the contractor is unable to fulfill the terms of the contract to the satisfaction of MoDOT due to such factors as, but not limited to, repeated late deliveries, poor quality or inability to meet specifications, MoDOT reserves the right to cancel the contract with the contractor and elevate the first contingency contractor to the status of contractor for a given district and sign type category.

2.5.4 *Rush Deliveries* – The contractor(s) shall understand and agree rush delivery sign orders may be submitted to the contractor(s) on any day of the week, including weekends and holidays. The contractor shall provide emergency contact information to allow MoDOT to make contact during these times.

- a. The contractor(s) shall deliver rush delivery signs as specified herein to the specified location within 24 hours after the receipt of a purchase order. In the event that signs meeting the minimum specifications and requirements are not delivered within 24 hours after the receipt of a purchase order, MoDOT shall be compensated at a rate of fifty percent (50%) of the total order per day until compliant signs are delivered and accepted.
- b. In the event a contractor fails to meet the 24 hour delivery timeline for a rush order, MoDOT reserves the right to utilize the first and possibly second contingency contractors to acquire the signs if the delivery time exceeds 48 hours.
 - 1) The contractor must inform MoDOT as soon as it becomes apparent of their inability to meet the demand of a given rush order.
 - 2) The contractor shall understand and agree that the original rush order to the contractor shall be cancelled.
 - 3) The contractor(s) shall understand and agree that any late delivery fees for the rush order shall be accumulated and still in effect until MoDOT utilizes the first contingency contractor.
 - 4) The contractor(s) shall understand and agree that utilization of the first and possibly the second contingency contractors may include, but not be limited to, the contractor's capacity to fill a rush order.
 - 5) In the event a rush order is filled using the first and second contingency contractor(s), the first and second contingency contractor(s) shall understand and agree that all future orders shall be sent to the contractor.
- c. The contractor(s) shall understand and agree rush deliveries shall require a reasonable notification of the delivery time. For rush deliveries, reasonable notification shall be deemed no less than four (4) hours before arrival of the transport truck.

2.5.5 The contractor(s) shall understand and agree that no deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by MoDOT.

- 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.

2.5.6 If requested by MoDOT, the contractor shall deliver the specified signs for a specified quantity at an accelerated lead time.

2.5.7 The contractor(s) shall understand and agree that damage occurring in transit shall be the responsibility of the contractor to correct.

2.6 Quality Assurance/Warranty Issue Requirements:

2.6.1 The contractor(s) shall understand and agree that MoDOT will inspect signs after delivery to determine if the signs meet specifications, quantity, and quality and to verify there was no damage incurred during shipping. MoDOT shall have five (5) business days after receipt of order (ARO) to notify the contractor of any visible damage or specification compliance issues.

2.6.2 The contractor(s) shall replace any sign(s) that fails inspection within the original delivery timeframe. The contractor shall understand and agree any replacement sign(s) that is shipped beyond the original delivery timeframe shall be subject to liquidated damages.

2.6.3 The contractor(s) shall handle any/all warranty issues/claims that may take place with the contractor's individual supplier(s) of materials used to fabricate signs up to one year from the date of manufacture.

- a. Within fifteen (15) calendar days of the notification of award, the contractor(s) shall provide a written copy of the manufacturer's warranty for each manufacturer to be used during the contract period.

- b. Within fifteen (15) calendar days of the notification of award, the contractor(s) shall provide a written transfer of warranty to MoDOT with the manufacturer's endorsement for each manufacturer to be used during the contract period.

2.7 Invoicing and Payment Requirements:

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

2.7.2 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.

2.7.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing spreadsheet(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.

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

2.7.5 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 upon request.

- 2.7.6 Unless otherwise provided for in the solicitation documents, MoDOT shall not make any advance deposits or payments for products until after they are received and approved by MoDOT.
- 2.7.7 MoDOT assumes no obligation for products shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT rejection and shall be returned at the contractor's expense.
- 2.7.8 The MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.8 Other Contractual Requirements:

- 2.8.1 Contract Period - The contract shall commence from the date of award until December 31, 2012 with up to one (1) one-year renewal option 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. Renewal options are at the sole discretion of MoDOT.
- 2.8.2 Renewal Period - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
 - a. If renewal percentages are not provided, the prices during renewal period shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.8.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract 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, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the original contract period starting from the notice to proceed, or if applicable, first 3 months of a contract period for a renewal.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.8.4 The contractor shall understand and agree that any subcontracts used to provide the products required in the contract is solely between the contractor and their subcontractor(s). The use of subcontractors in no way relieves the contractor of any of the contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and MoDOT. Any contracts between the contractor and their subcontractor(s) shall ensure that MoDOT is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between MoDOT and the contractor.
 - a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "Sign Fabrication".

3.1.2 All bids must be received at the following address no later than November 30, 2011 at 2:00 p.m., CST.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Brenda Tyree
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 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 MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation. The bidder must complete and attach the document entitled herein as "VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM" with the solicitation document.

3.1.6 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.7 Cost Determination – Separate cost evaluations shall be conducted for each of the three sign type categories (Flat Sheet Signs, Structural Signs, and Unique Signs) within each district. Within each sign type category for each district on the pricing spreadsheet specified herein, bids shall be ranked lowest bid, second lowest bid, third lowest

bid, etc. Using the following formulas, cost points shall be calculated based on the sum from the following calculations.

a. *Line Items for Normal Delivery* –

$\frac{\text{Lowest Responsive Price} \times \underline{95}}{\text{Compared Price}} = \text{Cost score points extended to 2 decimal places} - \underline{95.00}$ possible

b. *Line Items for Rush Delivery* –

$\frac{\text{Lowest Responsive Price} \times \underline{5}}{\text{Compared Price}} = \text{Cost score points extended to 2 decimal places} - \underline{5.00}$ possible

3.1.8 Contract Award – MoDOT reserves the right to award up to three (3) contracts within each sign type category for each district. The selection of contractor to be used for each of the three (3) sign type categories within each of the seven (7) districts shall be based upon the lowest competitive bid.

3.1.9 Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING SPREADSHEET

4.1 SIGN FABRICATION - CLICK ON SEPARATE LINK ON THE MoDOT WEBSITE FOR PRICING SPREADSHEET TO SUBMIT PRICING.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

If additional space is required, please attach an additional sheet and identify it as M/WBE Information

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE

The MoDOT is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the MoDOT specifications.

Each bidder is asked to indicate below whether they would be willing to offer Sign Fabrication listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this MoDOT.

It is understood the MoDOT 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 Sign Fabrication meeting the MoDOT 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 MoDOT 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 _____

Appendix 1

Historical Sign Order Rates by Fiscal Year Converted to New District Configurations (Fiscal year from July 1st to June 30th)

Fiscal Year 2009

1ST QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	3230	26	0	3154
NR	2447	71	0	2236
HC	2813	18	0	2795
CD	1344	13	333	998
ST	2221	81	0	2310
SW	6254	109	0	6113
SE	8149	29	2167	5648
Totals	26725	428	3300	22847

2ND QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	4849	36	0	4606
NR	1383	18	0	1245
HC	1339	49	238	1020
CD	2725	35	730	1968
ST	1129	19	0	1140
SW	9291	103	0	6291
SE	5215	31	208	5002
Totals	25299	307	2200	21892

3RD QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	2842	86	0	2576
NR	4057	14	0	4043
HC	6542	21	75	6411
CD	2322	20	558	1994
ST	1580	34	0	1479
SW	5805	54	0	5799
SE	7749	33	627	7049
Totals	31025	329	1200	29546

4TH QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	10325	183	647	9915
NR	8335	81	333	7998
HC	5145	47	0	5118
CD	2743	76	983	1688
ST	6681	35	4020	2626
SW	4503	22	0	4447
SE	6022	69	2347	5606
Totals	49812	554	7950	45338

STATEWIDE TOTALS				
Total Signs	Structural Signs	Delinquent	Flat Signs	
124,823	1,478	13,450	109,729	

Fiscal Year 2010

1ST QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	6134	88	0	6046
NR	2415	6	1600	1815
HC	3820	10	0	3790
CD	2112	28	313	1771
ST	5082	147	0	4935
SW	6811	86	602	5925
SE	13864	82	607	12955
Totals	24823	510	2000	21313

2ND QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	1947	73	0	1874
NR	2413	15	0	2398
HC	4347	46	0	4271
CD	4306	38	0	4448
ST	1360	239	0	1721
SW	17229	251	0	16878
SE	9584	21	0	9510
Totals	42200	785	0	41415

3RD QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	1504	18	0	1486
NR	1338	17	0	1321
HC	1185	20	2400	1145
CD	2525	17	33	2475
ST	1204	108	0	1095
SW	5130	115	0	5215
SE	11258	89	2867	8542
Totals	28444	583	4800	21961

4TH QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	2525	30	0	2495
NR	1596	23	0	1573
HC	828	36	0	773
CD	626	8	0	618
ST	3085	152	0	3247
SW	1200	37	0	1755
SE	1082	23	0	1059
Totals	11833	329	0	11504

STATEWIDE TOTALS				
Total Signs	Structural Signs	Delinquent	Flat Signs	
120,401	1,972	6,900	101,529	

Fiscal Year 2011

1ST QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	811	32	0	759
NR	567	20	0	547
HC	2924	49	2000	875
CD	692	21	0	678
ST	811	38	0	773
SW	2103	74	0	2027
SE	1280	109	0	1170
Totals	6182	367	2000	5175

2ND QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	582	26	0	556
NR	381	11	0	360
HC	951	25	0	925
CD	1454	44	0	1413
ST	921	15	0	898
SW	3094	54	0	3040
SE	618	51	0	567
Totals	7982	223	0	7749

3RD QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	1842	20	209	1391
NR	587	4	100	484
HC	1813	11	0	1607
CD	2611	6	0	2605
ST	600	26	0	574
SW	6201	30	508	5672
SE	1295	30	0	1215
Totals	13175	127	800	12098

4TH QUARTER				
Districts	Total Signs	Structural Signs	Delinquent	Flat Signs
RW	891	7	467	214
NR	440	7	833	108
HC	2023	22	0	2001
CD	1858	12	0	1840
ST	1057	23	0	1034
SW	1172	49	0	1111
SE	882	21	0	861
Totals	8525	137	1000	7188

STATEWIDE TOTALS				
Total Signs	Structural Signs	Delinquent	Flat Signs	
40,664	891	2,900	35,990	

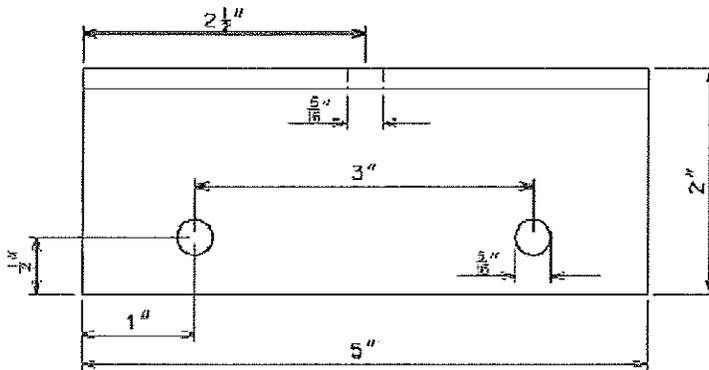
Appendix 2

HISTORICAL INFORMATION FOR SIGN TYPE BY DISTRICT – AS SPECIFIED ON THE PRICING SPREADSHEET

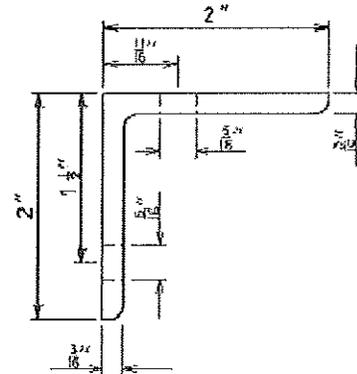
Historical Quantity Information by Location - Number of Signs								
001	Flat Sheet Signs - Type IV Sheeting	4,737	4,999	4,509	6,841	5,499	12,211	7,173
002	Flat Sheet Signs - Type IX or XI Fluorescent Sheeting	1,934	2,290	1,452	4,467	1,718	7,349	3,845
005	Flip signs, Warning, Type IX or XI Fluorescent Sheeting	12	30	3	24	16	24	7
006	Flip Signs, Road closed, Type IV Sheeting	1	14	1	1	0		3

Flip Sign (Warning Sign) Hinge Detail

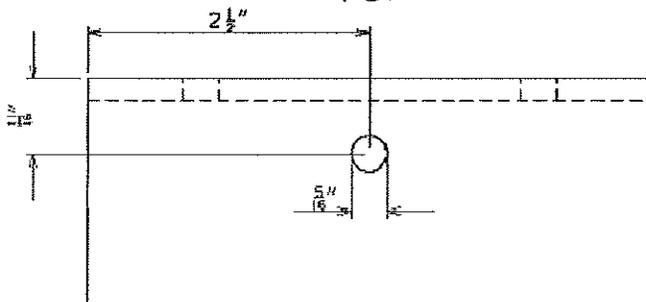
FRONT



SIDE



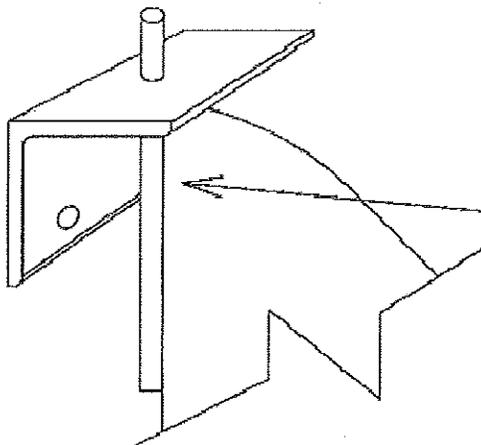
TOP



Fabricated from a standard
2" x 2" x $\frac{3}{16}$ " aluminum angle

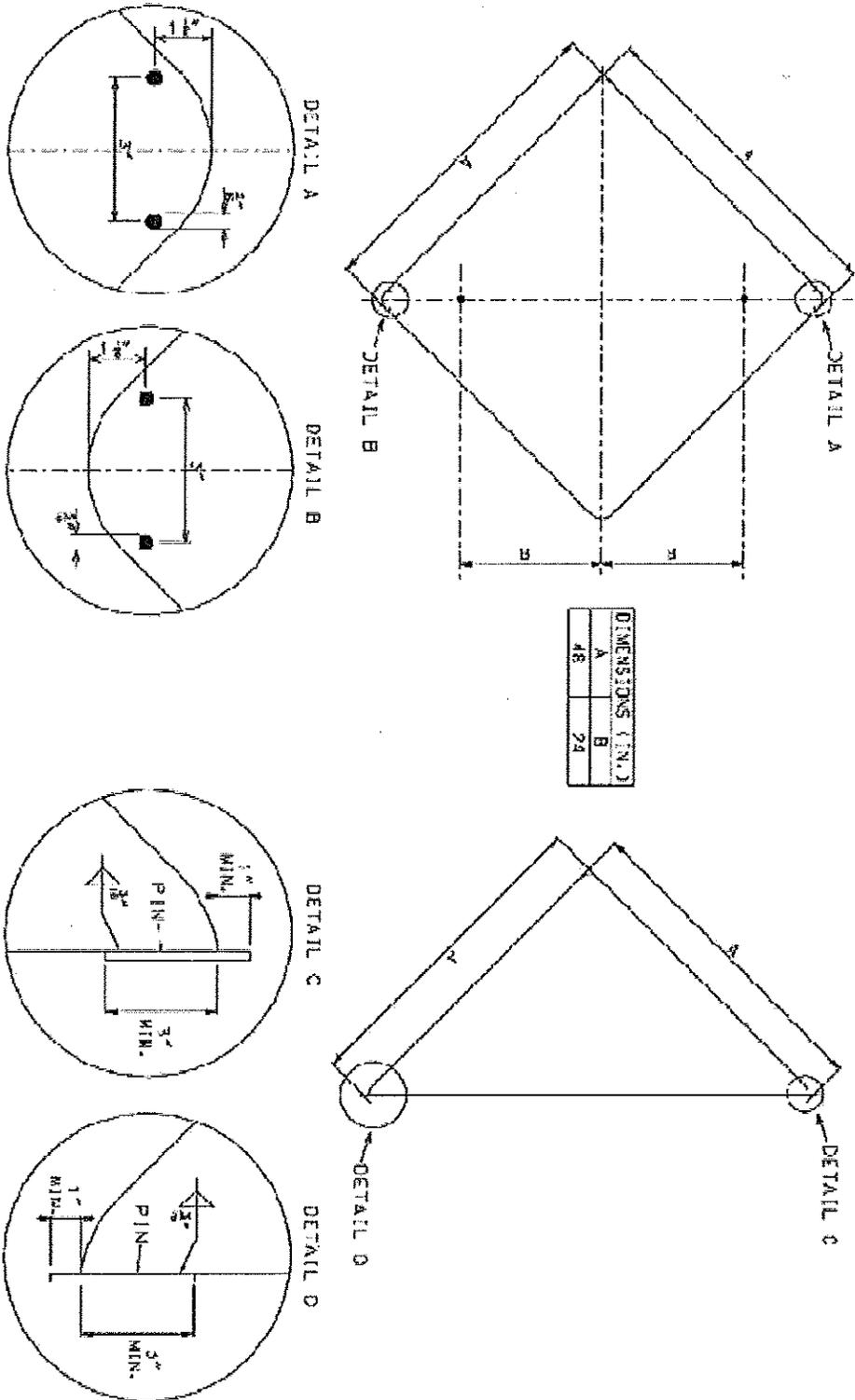
All holes drilled to $\frac{5}{16}$ "
diameter

All burrs and rough edges
shall be removed



NOTE:
See Appendix 5 for
Hinge Pin Detail

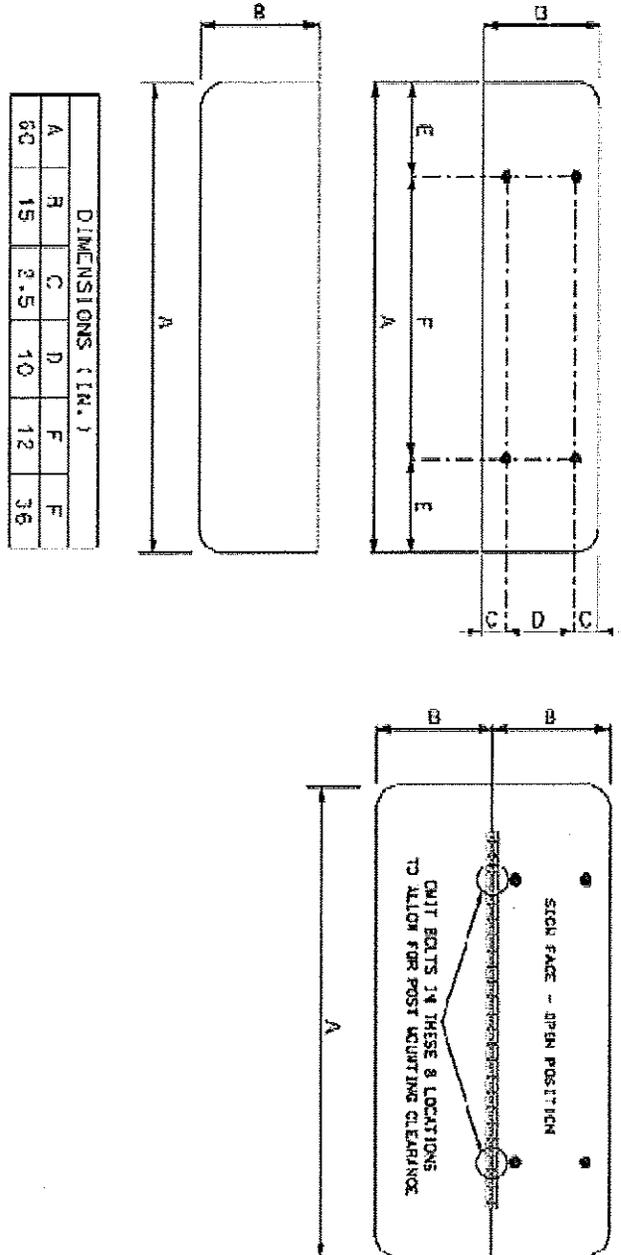
Flip Sign Warning Blank Detail



GENERAL NOTES:

- THICKNESS OF BLANK SHALL BE 0.125 IN.
- DIAMETER OF THE PIN SHALL BE 3/29 IN. ALUMINUM
- PINS SHALL BE FULLY WELDED TO THE TOP AND BOTTOM OF THE BLANK.
- STAINLESS STEEL NUTS, BOLTS AND LOCK WASHERS FIT FOR THIS MAY ALSO BE SPECIFIED FOR HINGES TO SIGN BLANK.

Flip Sign Road Closed Blank Detail



GENERAL NOTES:

- TICKNESS OF BLANK SHALL BE 0.125 IN.
- ROAD CLOSED SIGN SHALL BE HINGED USING A 1 1/2" X 48" MIDDLE PLATED PLAND HINGE.
- HINGE SHALL BE CENTERED HORIZONTALLY ON THE SIGN.
- ALL MOUNTING BOLT HOLES SHALL BE USED WITH THE EXCEPTION OF THE 8 INDICATED DIMENSIONS TO PROVIDE CLEARANCE FOR THE SIGN POST.
- THE HINGE SHALL BE PLACED ON THE "ROAD CLOSED" SIDE OF THE OPEN SIGN.
- STAINLESS STEEL NUTS, BOLTS AND LOCK WASHERS (LOCK NUTS MAY ALSO BE USED) TO SECURE HINGE TO SIGN BLANK

Flip Sign Example Sign Details

WARNING SIGN FLIP SERIES

NCRMAL MESSAGE

FLIPPED MESSAGE



48X48 FULL BLANK

$\frac{1}{2}$ - 48X48 BLANK FRONT/BACK



WARNING SIGN FLIP SERIES

NCRMAL MESSAGE

FLIPPED MESSAGE



NOTE: SIGN DETAILS SHALL BE PROVIDED BY TRAFFIC AND HIGHWAY SAFETY DIVISION

Appendix 8

SECTION 1042

HIGHWAY SIGN MATERIAL

1042.1 Scope. This specification covers the material used in signs and fastening devices, and the fabrication of signs.

1042.2 Material. Material shall be of new stock and shall be in accordance with the following, unless otherwise shown on the plans.

1042.2.1 Signs.

Item	Specification
Aluminum Flat Sheets	ASTM B 209, 6061-T6 or 5052-H38
Aluminum Extruded Sign Panels	ASTM B221, 6063-T6

1042.2.2 Sign Appurtenances.

Item	Specification
Aluminum Post Clip	ASTM B 108, 356-T6
Aluminum Bolts	ASTM B 211, 2024-T4 or 6061-T6
Aluminum Nuts	ASTM B 211, 2024-T4, 6061-T6, 6262-T9 or 2017-T4
Aluminum Flat Washers	ASTM B 209, or Alclad 2024-T4 or 2024-T4
Aluminum Lock Washers	ASTM B 211, 7075-T6
Aluminum Lock Nuts (Nylon Insert)	ASTM B 211, 2017-T4
Aluminum Edge Molding	ASTM B 221, 6063-T6
Stainless Steel Bolts, Nuts, Screws and Washers	ASTM A 320 or SAE J405D, Austenitic Steel, Min. Yield 30,000 psi

1042.2.3 Certification. A manufacturer or supplier's Certification of Metal used for signing material listed above shall be furnished to the engineer at the fabrication plant at the time of material inspection. The contractor shall furnish to the engineer the fabricator's certification in accordance with Sec 903.3.5.2.

1042.2.4 Structural Signs. Structural signs shall be fabricated of 0.081-inch minimum extruded aluminum panels and mounted as shown on the plans. The maximum allowable deviation from flatness shall not exceed 0.010 inch per inch width of the panel. Shop drawings for approval from the engineer will be required for any variation in the assembly or mounting details.

1042.2.5 Sheet Signs. Flat sheet signs shall be fabricated as shown on the plans from sheet aluminum of the specified thickness. Flat sheet signs shall not have holes except those drilled or punched for proper mounting.

1042.2.6 Washers. Nylon washers recommended by the sign sheeting manufacturer shall be used between the bolt heads and sign faces on flat sheet aluminum signs. The washers shall be for use with 3/8-inch bolts and shall have a minimum outside diameter of 3/4 inch, and a nominal thickness of 1/16 inch.

1042.2.7 Retroreflective Sheeting. Retroreflective sheeting shall be in accordance with latest versions or ASTM D 4956 and AASHTO M 268, except as noted herein. Color and luminance values for all MoDOT types of reflective sheeting shall be in accordance with ASTM D 4956. . Retroreflective sheeting shall have sufficient adhesion, strength and flexibility such that the sheeting can be handled, processed and applied according to the manufacturer's recommendations without appreciable stretching, tearing, cracking or other damage. Adhesive performance for retroreflective sheeting shall be in accordance with ASTM D 4956. The sheeting surface shall be in condition to be readily screen processed and compatible with transparent overlay films, plus recommended transparent and opaque screen process colors. The retroreflective sheeting manufacturer shall furnish information as to the type of solvent or solvents that may be used to clean the surface of the sheeting without detrimental loss of performance and durability. Retroreflective sheeting having a datum mark on the surface shall be oriented vertically. ASTM D 4956 Type IX, XI or AASHTO M 268 Type C or D retroreflective sheeting applied as legend and border for specific signing applications, without a datum mark on the surface of the sheeting, shall be evaluated for rotational sensitivity per AASHTO M 268, Section 3.3. Retroreflective sheeting products that do not meet the rotational sensitivity requirements of Section 3.3 shall follow guidelines detailed in AASHTO M 268 Section 3.3.1 and fabricated per AASHTO M 268 Section 3.3.2. All yellow, orange and red sheeted signs shall be fabricated with ASTM D 4956 Type IX, XI or AASHTO M 268 Type C or D fluorescent yellow, fluorescent orange and prismatic red sheeting respectively.

1042.2.7.1 . . ASTM D 4956 Type 1, Class 1 retroreflective sheeting shall be enclosed lens glass-bead sheeting.

1042.2.7.2 All background sheeting applied to flat sheet and extruded panel signs shall be in accordance with ASTM D 4956 Type IV, Class 1. Retroreflective sheeting shall be high intensity that is an unmetallized micro prismatic reflective material.

1042.2.7.3 Retroreflective sheeting applied as legend and border shall be in accordance with ASTM D 4956, Type IX, XI or AASHTO Type C or D, Class 1. Retroreflective sheeting shall be an unmetallized cube corner microprismatic reflective material.

1042.2.7.4 Screen Print and Overlay. For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficient of retroreflection (R_A) shall be no less than 70 percent of the specified values for the corresponding color.

1042.2.9 Outdoor Exposure. Retroreflective sheeting, except for work zone signs, shall be submitted by the manufacturer to NTPEP for two years of 45-degree south-facing outdoor exposure. Retroreflective sheeting for work zone signs shall be submitted by the manufacturer to NTPEP for an exposure time of one year. Results shall be published by NTPEP and available for MoDOT review. For all NTPEP test decks, retroreflective sheeting shall have a coefficient of retroreflection at least 50 percent of the specified value for ASTM D 4956 Type 1 or 80 percent of the original reading for ASTM D 4956 Type IX or XI.

1042.2.10 Manufacturer and Brand Name Certification. The manufacturer shall make available, upon request, NTPEP test results from all test decks, and certification to Construction and Materials, showing reflective material is in accordance with ASTM D 4956 specification. In addition, the manufacture shall, upon request,

submit samples representing the retroreflective sheeting tested by NTPEP, and with compatible inks. These samples shall be accompanied by a product data sheet, an MSDS, technical bulletins on sign fabrication and any special fabrication instructions relative to the retroreflective sheeting submitted. Samples of retroreflective sheeting shall 10 x 10 inches and applied to an aluminum substrate.

1042.2.10.1 Materials that fail to provide satisfactory field performance will be evaluated and may be disqualified from future use on fabricated signs for MoDOT. All corrective actions made by MoDOT will control.

1042.2.11 Type of Characters. Letters, numerals, arrows, symbols, borders and other features of the sign message shall be of the type, size and series shown on the plans or as specified by the engineer. Completed letters, numerals and other units shall be formed to provide a continuous stroke width with smooth edges, and shall yield a flat surface free of air bubbles, wrinkles or other blemishes as determined by the engineer. Units of the sign message shown on the plans shall meet the requirements for the specified type. Type L-1 and L-3 characters shall not be intermixed on a single sign face, unless otherwise shown on the plans or as approved by the engineer.

1042.2.11.1 Type L-1 Characters.

1042.2.11.1.1 The letters, numerals, arrows, symbols and borders shall be applied to the background of the sign by the direct or reverse screen process. Messages and borders of a color darker than the sign field shall be applied to the retroreflective sheeting by the direct process. Messages and borders of a color lighter than the sign field shall be produced by the reverse screen process. Inks used in the silkscreen process shall be of the type to produce the desired color and durability when applied on retroreflective sheeting. Silkscreen inks shall be used in accordance with the manufacturer's recommendations. The ink shall produce the desired color when applied on retroreflective sheeting background and shall dry to a good film without running, streaking or sagging. The screening shall be done in a manner that results in a uniform color and tone, with sharply defined edges of legend and border without blemishes on the sign field that will affect the intended use. Signs after screening shall be dried in accordance with the manufacturer's recommendations to provide a smooth hard finish. Any signs on which blisters appear during the drying process will be rejected.

1042.2.11.1.2 Transparent overlay films may be used as a replacement for the reverse screen process, as recommended by the sheeting manufacturer.

1042.2.11.2 Type L-3, Direct Applied Characters. The letters, numerals, symbols, borders and other features of the sign message shall be cut from the color and type of sheeting shown on the plans, and applied to the sign field in accordance with the sheeting manufacturer's recommendations.

1042.2.11.3 Allowable Variations. The design height of rounded letters or numerals shall be 1/64 inch of height greater than normal height, both on top and bottom of letter or numeral, where rounded. The loop portion of letters such as f, g and y, shall conform to the dimensions shown on the plans with the allowable tolerance. The following variations in dimensions of letters and numerals, regardless of character type, will be acceptable with all measurements made to the nearest 1/8 inch.

Allowable Variation		
Nominal Height, inches	Variation in Height, inches	Variation in Width, inches
4 thru 12	-1/8 to +3/8	-1/4 to +1/4
Over 12.	-1/8 to +3/8	-3/8 to +3/8

1042.3 Sign Fabrication. A sign shall consist of aluminum flat sheets or extruded panels retroreflectorized on the face side with all letters, numerals, symbols, borders, corners and route shields mounted on the face, and shall include all necessary mounting devices shown on the plans. Signs equal to or greater in width than six feet are considered structural (ST) and shall be fabricated on extruded panels. Signs less than six feet in width will be considered sheet (SH) signs and shall be fabricated with flat sheet. Any exceptions to these fabrication standards will be indicated on the plans.

1042.3.1 All signs shall be of the highest quality with consistent daytime and nighttime color and retroreflectivity throughout the sign and produced as follows..

1042.3.1.1 All aluminum substrate shall be given a chromate conversion coating in accordance with ASTM B 449, Class 2, and shall be prepared by one of the Treatment Sequence Options described in ASTM B 449, Appendix X2. The chemicals and solvents shall be applied in strict accordance with the manufacturer's recommendations. Sufficient laboratory facilities to test and control the concentration of the solutions used shall be maintained at the treating plant. A log of the concentration of treating solutions shall be maintained. Treated panels shall be handled in such a manner as to prevent contamination. Panels shall be stored in a dry, clean area free from dust, acid fumes or vapors. When aluminum is shipped to a secondary location for retroreflectorizing, adequate precautions shall be taken to ensure that the material arrives at the destination uncontaminated.

1042.3.1.2 All materials used to fabricate a sign legend, including retroreflective and non-retroreflective sheeting, used for background, letters, numerals, arrows, symbols, borders and other features of the sign message shall be from a single manufacturer.

1042.3.1.3 Retroreflective sheeting splices on structural signs shall be kept to a minimum. Rolled overlap splices in accordance with the sheeting manufacturer's recommendations may be used, with no more than one allowed per panel. Retroreflective sheeting shall be placed on the individual extruded panels in accordance with the manufacturer's recommendations. The sign panels may be clear coated or edge sealed after application of the retroreflective sheeting, if recommended by the sheeting manufacturer. If edge sealer is used, the sealer shall be applied to all splices and edges. The completed sign shall have good color matching of retroreflective sheeting and shall be free from air bubbles, wrinkles or other blemishes.

1042.3.1.4 Retroreflective sheeting applied to standard flat sheet signs shall not have splices on signs where the smallest dimension is less than 4 feet. One vertical overlap splice approximately 1/4 inch wide will be allowed on standard flat sheet signs where the smallest dimension is greater than 4 feet. Any special flat sheet signs requiring splicing other than noted for the standard flat sheet signs shall be as approved by the engineer. The sign panels may be clear coated or edge sealed after application of the retroreflective sheeting if recommended by the sheeting manufacturer. If clear finish is used, the finish shall be applied after screening of messages and borders. If edge sealer is used, the sealer shall be applied to all splices and edges. The completed sign face shall be free from air bubbles, wrinkles or other blemishes.

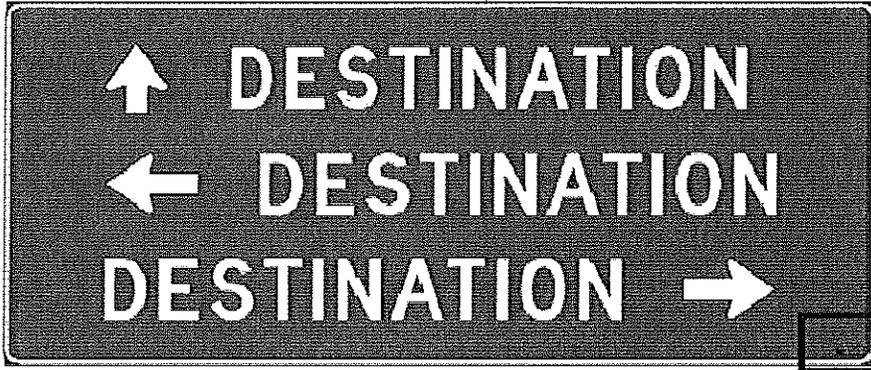
1042.3.2 Nuts on panel bolts used to connect extruded panels together to form a structural sign shall be torqued to 220 - 230 inch-pounds.

1042.3.3 Signs will be accepted on certification from the manufacture assuring all fabrication and sheeting specifications are in compliance with all applicable requirements specified herein. Periodic shop inspections of sign fabrication will be made at the discretion of MoDOT, to include contractor furnished signs for MoDOT projects. Routine shop inspections will include inspection and sampling of materials, inspection of treatment and fabrication processes, and of any signs completed at time of inspection. Inspections on delivered signs for maintenance operations will be conducted for quality assurance purposes by the appropriate district inspectors. Signs may be rejected at the fabrication shop and/or upon delivery based on unsatisfactory workmanship and/or material applications or based on any aspect of the product that is not in accordance with the specifications. The

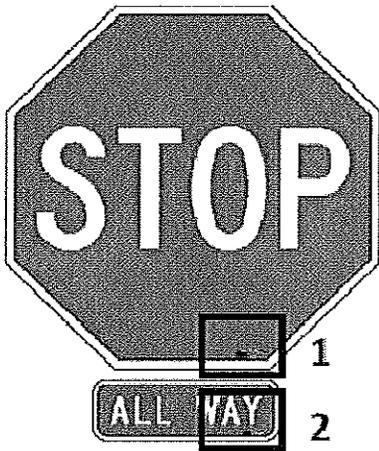
contractor will be charged with the transportation costs of sign inspectors for trips from Jefferson City, Missouri to which the inspectors must travel for signs provided to MoDOT projects. Transportation costs will be deducted by the Commission from monies due the contractor.

1042.3.4 Signs shall be packaged and shipped according to the reflective sheeting manufacture's recommendations. Signs fabricated and shipped to MoDOT for maintenance operations shall be shipped in accordance with manufacture's recommendations and in a manner that meets the requirements of the engineer. All signs shall include decals indicating sign production date, lot number of reflective sheeting used in the production of sign and other information necessary for proper sign fabrication. Upon shipment of signs to MoDOT, certifications shall be submitted thereafter to Construction and Materials. Required paperwork shall include a certification statement indicating signs meet all applicable requirements herein to include aluminum standard and extruded panel, reflective sheeting (manufacturer, series and color), and hardware certifications. Material quantities, such as square foot of flat sheet, extruded panels, if produced, reflective sheeting and a shipping list of all signs shall be included in the certification packet.

MoDOT ID Label Locations

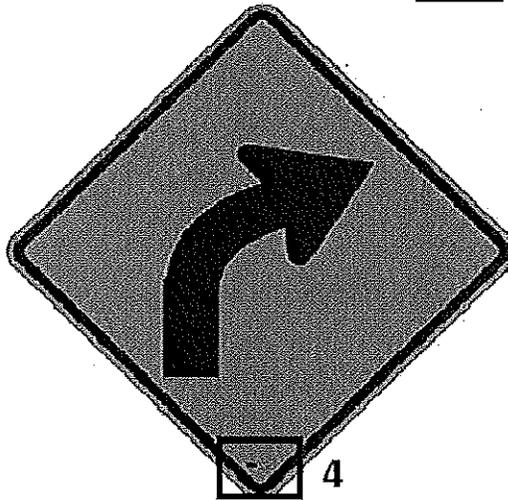


3



1

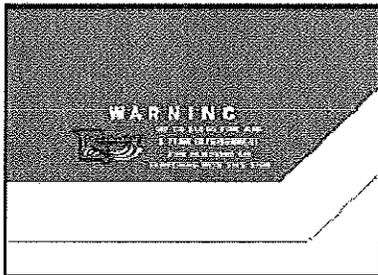
2



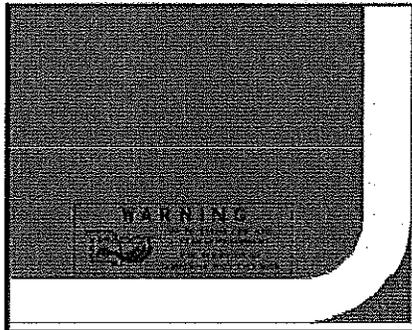
4

MoDOT ID Labels should be located at the bottom right corner of any rectangular signs or in the bottom corner of a diamond signs in close proximity to the sign boarder, avoiding bolt hole locations.

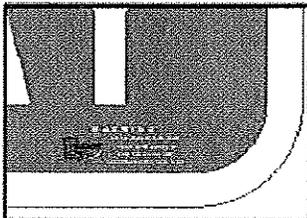
1



3



2



4



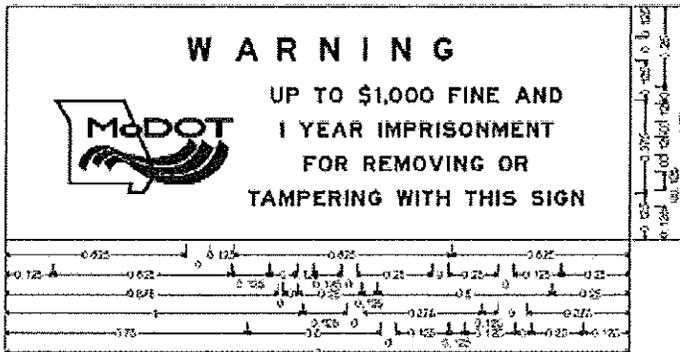
MoDOT ID Label Details

MoDOT ID labels shall be printed on clear EC film when ID is applied to signs fabricated using EC film or direct applied legend.

Labels shall be silk screen printed on signs that are screen printed. Label legend color shall match the color of the sign legend it is being applied to. The label shall not have any background color.

The smaller decal shall be used on all signs 9 sqft or smaller, if there is insufficient room to place the ID on the sign face without interfering with sign legend, then the ID decal will be placed on the back of the sign. Signs larger than 9 sqft will always have the ID on the sign face.

MoDOT will provide electronic detail of the label at vendor request.



Vendor ID Label Placement

The Vendor ID / Fabrication Date decal should be approximately 4" wide by 3" tall, contain the full name, city and state as well as the company contact phone number displayed as well as listing the fabrication date, all in a minimum of ¼" font. The vendor may choose to install two individual decals displaying the Vendor ID and a Fabrication Date; these should also be approximately 4" wide with total combined height being approximately 3". If individual decals are used, they shall be placed in close vertical proximity to each other so information is displayed similar to the one piece decal. These decals and all their legend shall be fabricated to last the life of the sign. The examples below are general guidance for decal layout. Colors are optional; however the legend shall be a contrasting color to the background to provide legibility. If a subcontractor fabricates the sign for the prime contractor, a decal shall be provided to indicate both the prime and subcontractors

The Vendor ID / Fabrication Date decal shall be placed on the back of the sign in the lower left corner of a rectangle or right corner of a diamond so decal. Smaller signs, such as a R10-3b pedestrian push button sign, the decal can be placed along the right edge of the sign. The MoDOT ID Decal will also be placed on the back of these types of signs when the sign face has insufficient room to display the ID on the front of the sign. ID locations shown below.

**ACME SIGN COMPANY
MIDWEST, US 55555
(800) 555-5555
SIGN FABRICATION
DATE : JUNE 8, 2012**

4"

3"

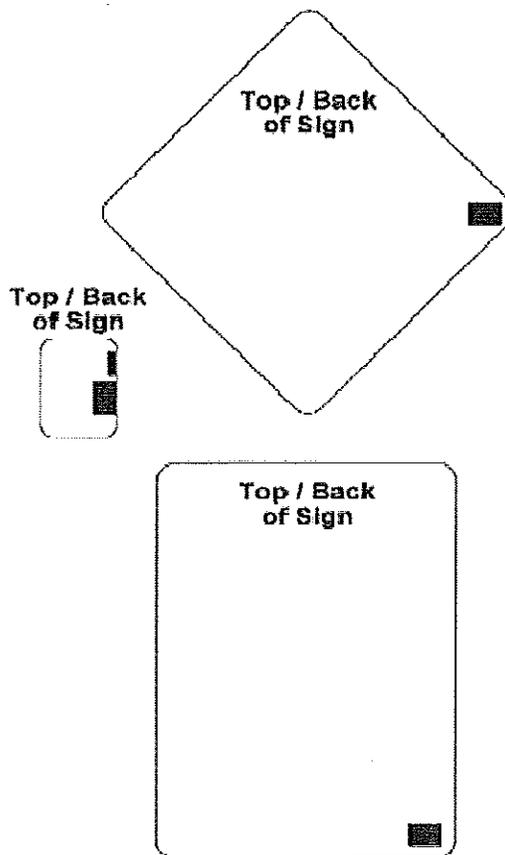
**ACME SIGN COMPANY
MIDWEST, US 55555
(800) 555-5555**

1.75"

**SIGN FABRICATION
DATE : JUNE 8, 2012**

1.25"

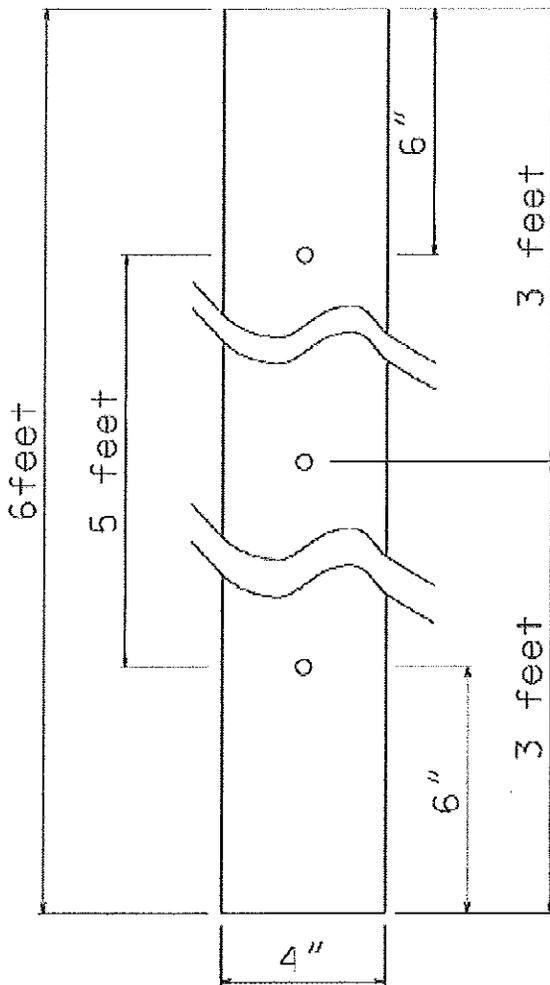
4"



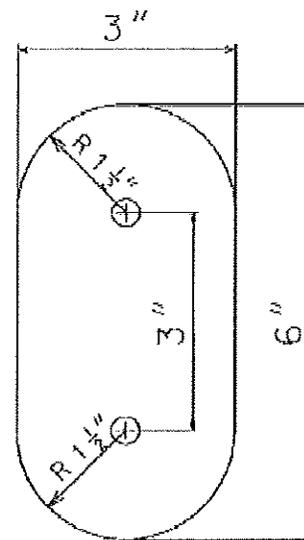
Appendix 12

Post Delineator and Channel Post Delineator Details

SIGN POST DELINEATOR



CHANNEL POST DELINEATOR



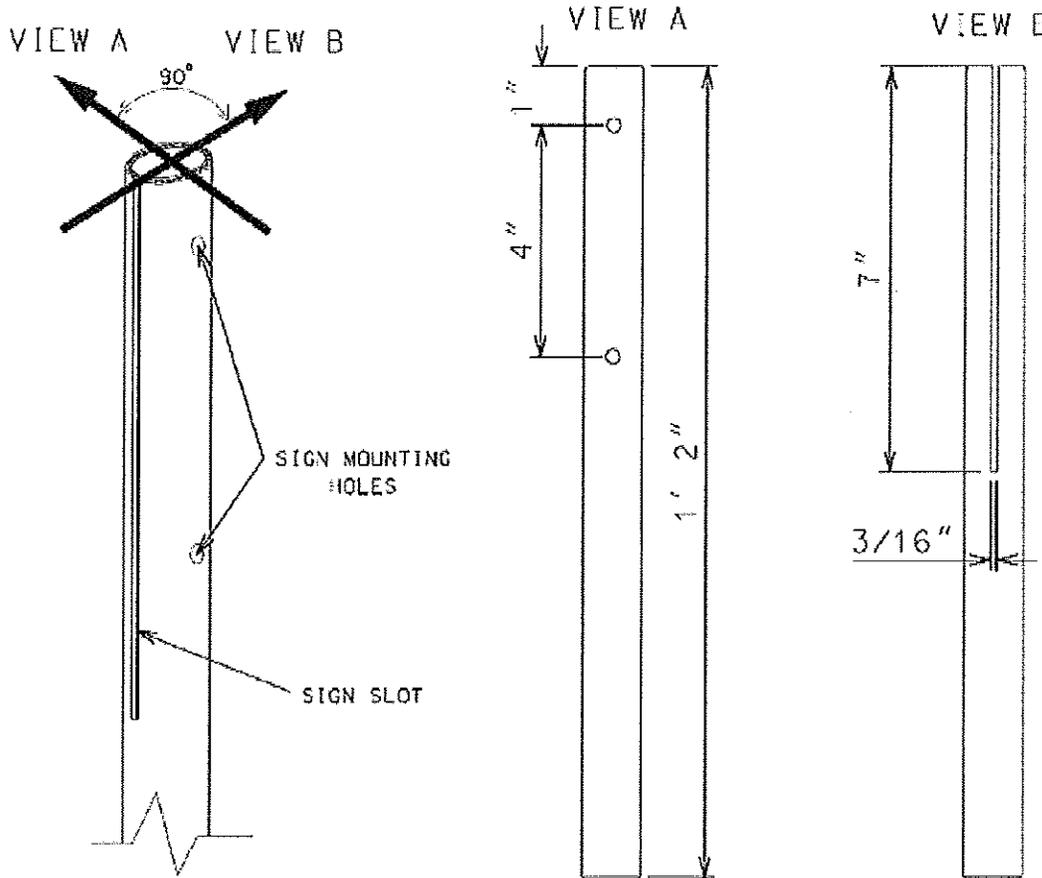
NOTES: BOTH DELINEATORS SHALL BE FABRICATED FROM 0.080" ALUMINUM.

BOTH DELINEATORS SHALL BE COVERED WITH ASTM TYPE IX OR XI SHEETING AS SPECIFIED.

BOLT HOLES IN BOTH DELINEATORS SHALL BE $\frac{3}{8}"$ IN DIAMETER. SPACING DIMENSIONS ARE BASED ON CENTER OF HOLES.

Stop / Stop – Stop / Slow Sign Detail

STOP/STOP-STOP/SLOW SIGN & HANDLE



NOTES: HANDLE SHALL BE FABRICATED FROM 3/4" SCHEDULE 40 ALUMINUM PIPE

ALUMINUM PIPE SHALL BE 6061-T6 EXTRUDED SCHEDULE 40 EXTRUDED.

BOTH ENDS OF THE PIPE SHALL BE BEVELED OR ROUNDED TO ELIMINATE SHARP EDGES, ALL BURS ON ALL CUT EDGES SHALL BE REMOVED

SIGN MOUNTING HOLES SHALL BE 90 DEGREES FROM THE SIGN SLOT, SHALL BE 1/2" IN DIAMETER AND SHALL GO THROUGH BOTH SIDES OF THE HANDLE

TWO 10-24 X 1 1/4" BOLTS WITH NUTS SHALL BE USED TO ATTACHE THE HANDLE TO THE SIGN

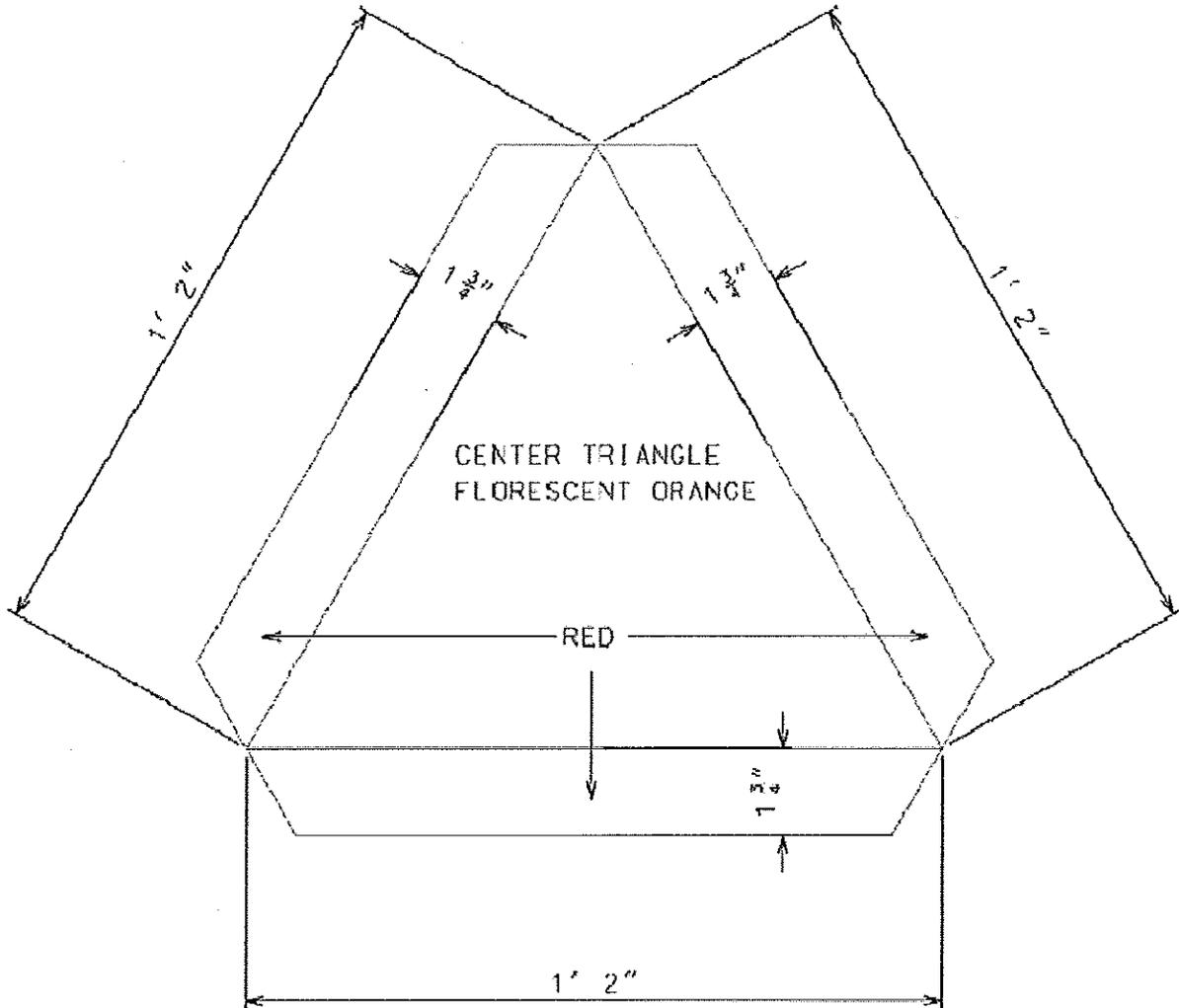
STOP / STOP AND STOP / SLOW SIGNS SHALL BE 18" X 18" AND BE FABRICATED USING 0.080" ALUMINUM MEETING MCDOT STANDARDS AND SPECIFICATIONS AND USING ASTM TYPE IV SHEETING.

STOP/STOP SIGNS WILL DISPLAY "STOP" ON BOTH SIDES OF THE SIGN AND THE STOP/SLOW SIGNS WILL DISPLAY "STOP" ON ONE SIDE AND "SLOW" ON THE OTHER IN ACCORDANCE WITH THE MUTCD STANDARD HIGHWAY SIGN MANUAL.

HANDLE AND SIGN SHALL BE ASSEMBLED AS A UNIT AND THE SIGN FACE SHALL NOT BE DAMAGED BY THE ASSEMBLY OF THE HANDLE.

Slow Moving Vehicle Sign Detail

SLOW MOVING VEHICLE SIGN



NOTES: THE DESIGN OF THE SLOW MOVING VEHICLE SIGN SHALL BE IN ACCORDANCE WITH THIS FIGURE IN ORDER TO COMPLY WITH MISSOURI STATE STATUTE SECTION 307.127

THE SIGN SHALL BE FABRICATED FROM 0.080 ALUMINUM MEETING MCDOT STANDARDS AND SPECIFICATIONS

THE RETROREFLECTIVE SHEETING SHALL MEET ASTM TYPE IV FOR THE RED AND ASTM TYPE IX OR XI FOR THE FLORESCENT ORANGE

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

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.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver,

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

trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.