

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

|             |                |              |    |
|-------------|----------------|--------------|----|
| REQUEST NO. | 2-120410RW1    |              |    |
| DATE        | March 23, 2012 |              |    |
| PAGE NO.    | 1              | NO. OF PAGES | 14 |

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

**10:00 A.M, CST, April 10, 2012**

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:** Robin Warren

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

**SUPPLIES OR SERVICES**

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

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

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

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

**Note to Respondent:** The bidder must use the firm name under which he/she is registered to do business in the 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:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**Traffic Signal Parts**

**Request No. 2-120410RW1**

**1. Introduction**

- 1.1 This solicitation seeks bids from qualified organizations to provide Traffic Signal Parts throughout the state of Missouri with an effective contract period of Date of Award through March 31, 2013 to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).
- 1.2 In the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
  - a. No price increase shall be granted during the first 6 months of the original contract period.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

**2. Specification**

- 2.1 All equipment shall conform to the latest revision of Section 1061, 1062 and 1092 of the Missouri Standard Specifications for Highway Construction and Section 902 of the Missouri Standard Plans for Highway Construction except 1092.1 through 1092.1.7. *See Appendix A.*
- 2.2 Unless otherwise specified herein, 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. The bidder must complete and return the equipment list(s) specified herein with the bid. *See Appendix B.*

[http://www.modot.org/business/contractor\\_resources/documents/APL-Internet.pdf](http://www.modot.org/business/contractor_resources/documents/APL-Internet.pdf)
- 2.3 If a category is not on the Approved Products List, specifications shall be submitted to compare with MoDOT specifications.
- 2.4 Only Programmable View LED Signal Modules on the following list will be accepted.

**Approved Programmable View  
LED Signal Modules**

**ManufacturerModel**

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

**3. Quantities**

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

**4. Delivery**

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

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

**Traffic Signal Parts**

**Request No. 2-120410RW1**

**5. Liquidated Damages**

- 5.1 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 \$100 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.
- 5.2 **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**6. Award**

- 6.1 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.
- 6.2 Bidders must submit pricing for each item in each group in order to be considered responsive. Pricing is also required for all items listed with zero quantities.
- 6.3 Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 6.4 In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

**7. Bid Submission**

- 7.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. 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 **10:00 a.m., CST, April 10, 2012.**

**RFB Coordinator:**

**Robin Warren, Sr. General Services Specialist  
Missouri Department of Transportation  
830 MoDOT Drive; Jefferson City, MO 65109  
P.O. Box 270; Jefferson City, MO 65102  
PHONE: (573) 526-7929; FAX:(573) 526-1218  
EMAIL: [Robin.Warren@modot.mo.gov](mailto:Robin.Warren@modot.mo.gov) (Questions Only)**

- 7.2 All bids must be received in a sealed package clearly marked “**2-120410RW1-Traffic Signal Parts**”
- 7.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 7.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 7.5 **Cost Determination** – The low bid shall be determined by reviewing the line items in each group to ensure pricing was submitted on all items.
- 7.6 **Open Competition/Request for Bid Document**
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

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

**Request No. 2-120410RW1**

**SIGNALS AND HARDWARE**

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

| <b><u>Item</u></b>   | <b><u>Manufacturer</u></b> | <b><u>Catalog Number</u></b> |
|--|----------------------------|------------------------------|
| Signal Heads - Polycarbonate   | _____                      | _____                        |
| Signal heads shall be assembled with LEDs and visors and furnished <b><u>WITHOUT BACKPLATES.</u></b> |                            |                              |
| Backplate  | _____                      | _____                        |
| LED Brand/Model No. (Green Ball)   | _____                      | _____                        |
| LED Brand/Model No. (Red Ball)   | _____                      | _____                        |
| LED Brand/Model No. (Yellow Ball)  | _____                      | _____                        |
| LED Brand/Model No. (Green Arrow)  | _____                      | _____                        |
| LED Brand/Model No. (Yellow Arrow)   | _____                      | _____                        |
| Pedestrian Head - 1-Section  | _____                      | _____                        |
| Pedestrian LED Signal  | _____                      | _____                        |
| Pedestrian LED Signal (Replacement)  | _____                      | _____                        |
| Pedestrian Push-Button   | _____                      | _____                        |
| Hardware   | _____                      | _____                        |
| 3/8" Strandvise – Reliable 5202  | _____                      | _____                        |
| 1/4" Strandvise – Reliable 5200  | _____                      | _____                        |
| 3/4" Stainless Steel Banding Material<br>(Type 201 (US-8122-06) or<br>Type 316 (US-8124-06)          | _____                      | _____                        |
| 4" Spun Aluminum Pole, Schedule 80   | _____                      | _____                        |
| Aluminum Base Assy., Heat Treated<br>W/ Plastic Door   | _____                      | _____                        |
| Aluminum Base Assy. W/ Alum. Door  | _____                      | _____                        |
| Aluminum Base Assy. W/ Plastic Door  | _____                      | _____                        |
| Pole & Base Collar Assembly (Wind Collar)  | _____                      | _____                        |

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

**Request No. 2-120410RW1**

**CIRCULAR LED SIGNAL INDICATIONS**

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

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

**ARROW LED SIGNAL INDICATIONS**

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

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

**PROGRAMMABLE VIEW LEDs**

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

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

**CONTROLLER ACCESSORIES**

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

| <b><u>Item</u></b>                        | <b><u>Manufacturer</u></b> | <b><u>Catalog Number</u></b> |
|---|----------------------------|------------------------------|
| NEMA Load Switches                        | _____                      | _____                        |
| NEMA Flashers                             | _____                      | _____                        |
| NEMA Flash Transfer Relays                | _____                      | _____                        |
| NEMA Conflict Monitor                     | _____                      | _____                        |
| MMU's – FYA Compliant                     | _____                      | _____                        |
| 2-Channel Card Rack Detectors, Time Delay | _____                      | _____                        |

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

**Request No. 2-120410RW1**

**WIRE AND CABLE**

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>IMSA Specification Number</u></b> |
|---|----------------------------|---|
| Loop Lead-In Wire, 2-Conductor, 14 gauge      | _____                      | _____                                   |
| Loop Wire - 14 gauge XHHW in-duct             | _____                      | _____                                   |
| 1/4" Messenger Wire Cable Steel (Class A)     | _____                      | _____                                   |
| 3/8" Messenger Wire Cable Steel (Class A)     | _____                      | _____                                   |
| 10-Conductor Signal Wire                      | _____                      | _____                                   |
| 3-Conductor Signal Wire – 12 AWG              | _____                      | _____                                   |
| 7-Conductor Signal Wire – 16 AWG<br>IMSA 19-1 | _____                      | _____                                   |
| 7-Conductor Signal Wire – 16 AWG<br>IMSA 20-1 | _____                      | _____                                   |

**PULL BOXES**

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

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

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

**Traffic Signal Parts  
GROUP 1 PRICING PAGE**

**Request No. 2-120410RW1**

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

| Estimated Quantity   | Unit | Description of Parts - Signals and Hardware   | UNIT PRICE | AMOUNT |
|--|------|---|------------|--------|
| <i>All five section signal heads shall be assembled with Pelco hardware. Signal heads shall be assembled with extended view LEDs and visors and furnished <b>WITHOUT BACKPLATES.</b></i> |      |   |            |        |
| 291  | ea   | 3-Section Polycarbonate Signal Heads (R-Y-G)  |            |        |
| 80   | ea   | 3-Section Polycarbonate Signal Heads(R-Y-S)   |            |        |
| 50   | ea   | 3-Section Polycarbonate Signal Heads (R-YL-L)   |            |        |
| 0  | ea   | 4-Section Polycarbonate Signal Heads (R-Y-S-L)  |            |        |
| 21   | ea   | 4-Section Polycarbonate Signal Heads (R-Y-S-Rt)   |            |        |
| 4  | ea   | 5-Section Polycarbonate Signal Heads - Vertical - Side or Top-Mount                               |            |        |
| 23   | ea   | 5-Section Polycarbonate Signal Heads - 1-2-2 - Overhead Mount with Pelco Hardware (SP-1031-MO)    |            |        |
| 0  | ea   | 3-Section Polycarbonate Backplate   |            |        |
| 11   | ea   | 4-Section Polycarbonate Backplate   |            |        |
| 20   | ea   | 5-Section Polycarbonate Backplate - Vertical  |            |        |
| 20   | ea   | 5-Section Polycarbonate Backplate - 1-2-2   |            |        |
| 0  | ea   | Pedestrian Head - 1-Section with Pedestrian LED Signal  |            |        |
| 39   | ea   | Pedestrian LED Signal (Replacement)   |            |        |
| 201  | ea   | Pedestrian Countdown LED Signal (Replacement)   |            |        |
| 173  | ea   | Pedestrian Push-Button, round with housing  |            |        |
| 69   | ea   | Pedestrian Push-Button, round   |            |        |
| 0  | ea   | 12-Circuit Disconnect Hanger Assembly (#SE-3073)  |            |        |
| 10   | ea   | Break-A-Way Tether Assembly, tri stud (#SE-5050)  |            |        |
| 250  | ea   | Serrated Ell (90 degree elbow) (#SE-0457)   |            |        |
| 13   | ea   | Tri-Stud Balancer Assembly, 3/4" width (#SE-5034)   |            |        |
| 0  | ea   | Tri-Stud Wire Hanger Assembly (#SE-5089)  |            |        |
| 0  | ea   | Vertical Slip Tee (#SE-0458)  |            |        |
| 65   | ea   | Horizontal Slip Tee (#SE-0474)  |            |        |
| 45   | ea   | Slip Fitter, for 3 & 4 way signal (#SE-3029)  |            |        |
| 0  | ea   | Span Wire Clamp, 3/4" width (#SE-0321)  |            |        |
| 25   | ea   | Span Wire Clamps, Alum., 3/4" w/ J-bolts (#SE-0321)   |            |        |
| 0  | pkg  | Type 316 Stainless Steel Buckles (#US-8124-56) - 100 package quantity                             |            |        |
| 0  | box  | 1-Bolt Flared Leg Bracket (.075" thick) (#US-8120-21) - 50 per box                                |            |        |
| 23   | ea   | 3/8" Strandvise - Reliable 5202   |            |        |
| 0  | ea   | 1/4" Strandvise - Reliable 5200   |            |        |
| 0  | box  | 3/4" Stainless Steel Banding Material (Type 201 (US-8122-06) or Type 316 (US-8124-06)) - 100' box |            |        |
| 39   | ea   | Spun Aluminum Pole, Toe, SCH 80, 15' length (#PB-5102)  |            |        |
| 36   | ea   | Alum. Base Assy., Heat Treated w/ plastic door (#PB-5336)   |            |        |
| 0  | ea   | Alum. Base Assy. w/ steel coupling & aluminum door  |            |        |
| 11   | ea   | Alum. Base Assy. w/ steel coupling & plastic door   |            |        |
| 35   | ea   | Pole & Base Collar Assembly (Wind Collar)   |            |        |

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

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

**Request No. 2-120410RW1**

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

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

**GROUP 2**

| Estimated Quantity | Unit | Description of Parts - Circular Signal Modules | UNIT PRICE | AMOUNT |
|--------------------|------|--|------------|--------|
| 0                  | ea   | Circular Signal Modules - Green Ball           |            |        |
| 0                  | ea   | Circular Signal Modules - Yellow Ball          |            |        |
| 0                  | ea   | Circular Signal Modules - Red Ball             |            |        |

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

**GROUP 3**

| Estimated Quantity | Unit | Description of Parts - Signal Arrow LED Indications | UNIT PRICE | AMOUNT |
|--------------------|------|---|------------|--------|
| 0                  | ea   | Signal Arrow LED Indications - Green Arrow          |            |        |
| 0                  | ea   | Signal Arrow LED Indications -Yellow Arrow          |            |        |
| 304                | ea   | Signal Arrow LED Indications -Red Arrow             |            |        |

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

**GROUP 4**

| Estimated Quantity | Unit | Description of Parts - Programmable View LEDs | UNIT PRICE | AMOUNT |
|--------------------|------|---|------------|--------|
| 23                 | ea   | Programmable View LED - Green Ball            |            |        |
| 55                 | ea   | Programmable View LED - Yellow Ball           |            |        |
| 62                 | ea   | Programmable View LED - Red Ball              |            |        |

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

**GROUP 5**

| Estimated Quantity | Unit | Description of Parts - Controller Accessories | UNIT PRICE | AMOUNT |
|--------------------|------|---|------------|--------|
| 161                | ea   | NEMA Load Switches                            |            |        |
| 143                | ea   | NEMA Flashers                                 |            |        |
| 62                 | ea   | NEMA Flash Transfer Relays                    |            |        |
| 51                 | ea   | NEMA Conflict Monitor                         |            |        |
| 30                 | ea   | MMU's – FYA Compliant                         |            |        |
| 37                 | ea   | 2-Channel Card Rack Detectors, Time Delay     |            |        |

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

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

**Request No. 2-120410RW1**

**GROUPS 6 and 7 PRICING PAGE**

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

**GROUP 6**

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

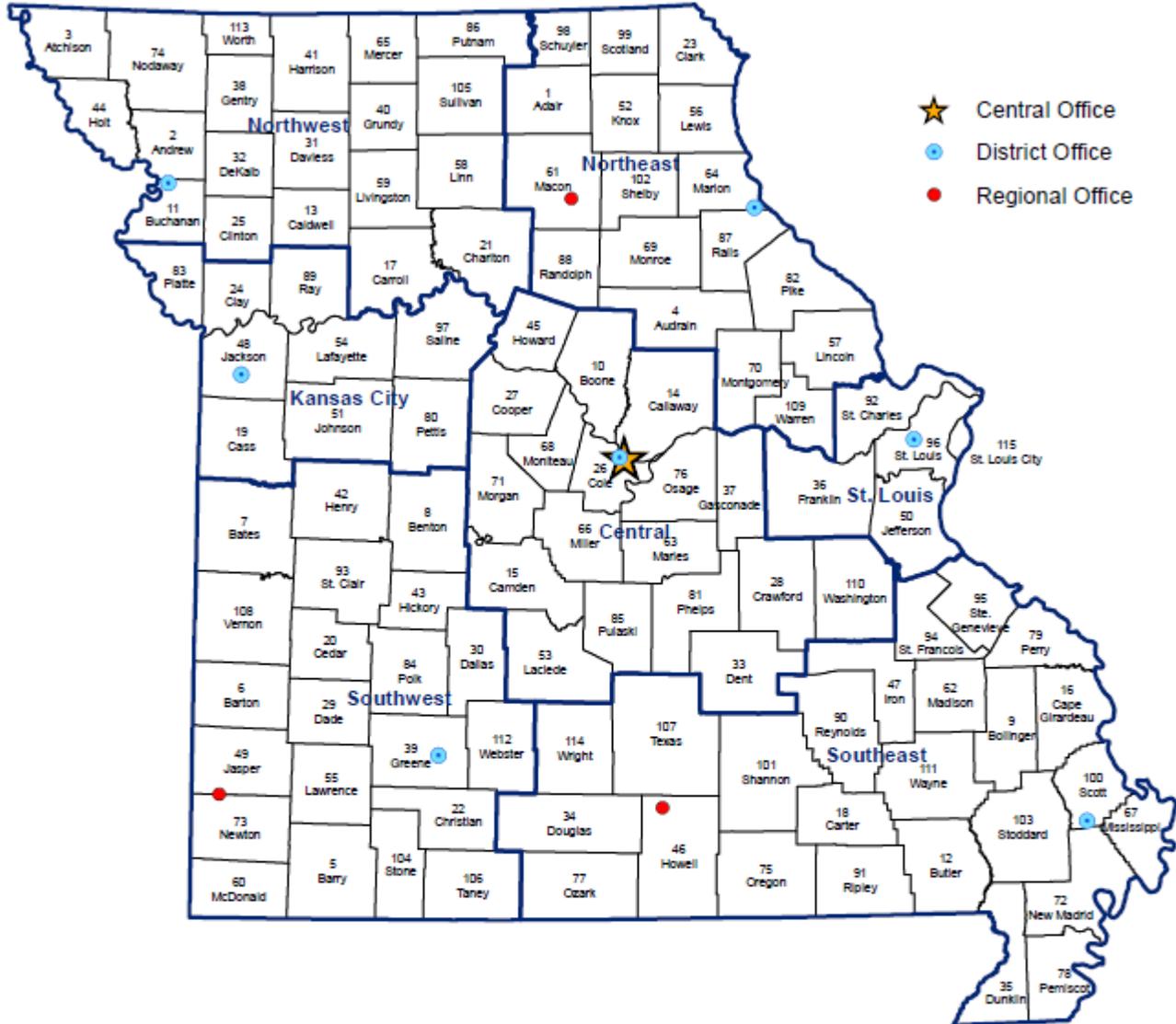
Group 6 Total                     

**GROUP 7**

| <b>Estimated Quantity</b> | <b>Unit</b> | <b>Description of Parts - Pull Boxes</b>                            | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|---------------------------|-------------|---|-------------------|---------------|
| 5                         | ea          | Preformed Pull Box - Class 1 - Cover Embossed with "STATE SIGNALS"  |                   |               |
| 21                        | ea          | Preformed Pull Box - Class 1 - Cover Embossed with "STATE LIGHTING" |                   |               |
| 2                         | ea          | Preformed Pull Box - Class 2 - Cover Embossed with "STATE SIGNALS"  |                   |               |
| 2                         | ea          | Preformed Pull Box - Class 2 - Cover Embossed with "STATE LIGHTING" |                   |               |
| 0                         | ea          | Preformed Pull Box - Class 3 - Cover Embossed with "STATE SIGNALS"  |                   |               |
| 0                         | ea          | Preformed Pull Box - Class 3 - Cover Embossed with "STATE LIGHTING" |                   |               |
| 0                         | ea          | Preformed Pull Box - Class 5 - Cover Embossed with "STATE SIGNALS"  |                   |               |
| 0                         | ea          | Preformed Pull Box - Class 5 - Cover Embossed with "STATE LIGHTING" |                   |               |

Group 7 Total

# Missouri Department of Transportation District Map



| County         | No. Dist. | County    | No. Dist. | County     | No. Dist. | County      | No. Dist. | County         | No. Dist. | County         | No. Dist. |
|----------------|-----------|-----------|-----------|------------|-----------|-------------|-----------|----------------|-----------|----------------|-----------|
| Adair          | 1 NE      | Chariton  | 21 NW     | Harrison   | 41 NW     | Macon       | 61 NE     | Phelps         | 81 C      | Shannon        | 101 SE    |
| Andrew         | 2 NW      | Christian | 22 SW     | Henry      | 42 SW     | Madison     | 62 SE     | Pike           | 82 NE     | Shelby         | 102 NE    |
| Atchison       | 3 NW      | Clark     | 23 NE     | Hickory    | 43 SW     | Marion      | 63 C      | Platte         | 83 KC     | Stoddard       | 103 SE    |
| Audrian        | 4 NE      | Clay      | 24 KC     | Holt       | 44 NW     | Marion      | 64 NE     | Polk           | 84 SW     | Stone          | 104 SW    |
| Barry          | 5 SW      | Clinton   | 25 NW     | Howard     | 45 C      | Mercer      | 65 NW     | Pulaski        | 85 C      | Sullivan       | 105 NW    |
| Barton         | 6 SW      | Cole      | 26 C      | Howell     | 46 SE     | Miller      | 66 C      | Putnam         | 86 NW     | Taney          | 106 SW    |
| Bates          | 7 SW      | Cooper    | 27 C      | Iron       | 47 SE     | Mississippi | 67 SE     | Ralls          | 87 NE     | Texas          | 107 SE    |
| Benton         | 8 SW      | Crawford  | 28 C      | Jackson    | 48 KC     | Moniteau    | 68 C      | Randolph       | 88 NE     | Vernon         | 108 SW    |
| Bollinger      | 9 SE      | Dade      | 29 SW     | Jasper     | 49 SW     | Monroe      | 69 NE     | Ray            | 89 KC     | Warren         | 109 NE    |
| Boone          | 10 C      | Dallas    | 30 SW     | Jefferson  | 50 SL     | Montgomery  | 70 NE     | Reynolds       | 90 SE     | Washington     | 110 C     |
| Buchanan       | 11 NW     | Davies    | 31 NW     | Johnson    | 51 KC     | Morgan      | 71 C      | Ripley         | 91 SE     | Wayne          | 111 SE    |
| Butler         | 12 SE     | Dekalb    | 32 NW     | Knox       | 52 NE     | New Madrid  | 72 SE     | St. Charles    | 92 SL     | Webster        | 112 SW    |
| Caldwell       | 13 NW     | Dent      | 33 C      | Laclede    | 53 C      | Newton      | 73 SW     | St. Clair      | 93 SW     | Worth          | 113 NW    |
| Callaway       | 14 C      | Douglas   | 34 SE     | Lafayette  | 54 KC     | Nodaway     | 74 NW     | St. Francois   | 94 SE     | Wright         | 114 SE    |
| Camden         | 15 C      | Dunklin   | 35 SE     | Lawrence   | 55 SW     | Oregon      | 75 SE     | Ste. Genevieve | 95 SE     | St. Louis City | 115 SL    |
| Cape Girardeau | 16 SE     | Franklin  | 36 SL     | Lewis      | 56 NE     | Osage       | 76 C      | St. Louis      | 96 SL     |                |           |
| Carroll        | 17 NW     | Gasconade | 37 C      | Lincoln    | 57 NE     | Ozark       | 77 SE     | Saline         | 97 KC     |                |           |
| Carter         | 18 SE     | Gentry    | 38 NW     | Linn       | 58 NW     | Pennsot.    | 78 SE     | Schuyler       | 98 NE     |                |           |
| Cass           | 19 KC     | Greene    | 39 SW     | Livingston | 59 NW     | Perry       | 79 SE     | Scotland       | 99 NE     |                |           |
| Cedar          | 20 SW     | Grundy    | 40 NW     | McDonald   | 60 SW     | Pettis      | 80 KC     | Scott          | 100 SE    |                |           |



# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

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

**COOPERATIVE AGREEMENT NOTICE**

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

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

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

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

YES \_\_\_\_\_

NO \_\_\_\_\_

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

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

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

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

ADDRESS \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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

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

**STANDARD SOLICITATION PROVISIONS**

- a. The 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 and the award of the contract pursuant to this solicitation.
- b. All bids 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 (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.

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

**Preferences**

- a. In the evaluation of bids, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled “**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**” must be completed and returned with the solicitation documents.
- b. 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.

**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, 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.