

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	2-140115RW1
DATE	December 31, 2013

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

2:00 p.m., Local Time, January 15, 2014

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

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Robin Warren
BUYER EMAIL:
Robin.Warren@modot.mo.gov

BUYER TELEPHONE: 573- 526-7929

SUPPLIES OR SERVICES

Flashing Arrow Panels

To establish a contract to furnish **Flashing Arrow Panels** with an effective date of award and ending December 31, 2014 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 Trailer and Truck Mounted Solar Flashing Arrow Panels, with an effective contract period of date of award through December 31, 2014, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope to no later than 2:00 p.m., Local Time, January 15, 2014.

RFB Coordinator:

Robin Warren
Sr. General Services Specialist

Phone: 573-526-7929

1.2 General Information:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Flashing Arrow Panels as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Pages
- 5) MGS Specifications
- 6) District Map
- 7) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide Trailer and Truck Mounted Solar Flashing Arrow Panels, hereinafter referred to as FAP on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the “MoDOT”, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 No estimated quantities are given as part of this bid. MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor. Purchases will be made on an as needed basis.
- 2.1.4 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 MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor 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 shall provide FAP in accordance with the attached specifications: MGS 06-06A & MGS 06-08A and any other provisions outlined in this document.
- 2.2.2 The contractor shall provide MoDOT with 2 Operator's Manuals in hard copy, 4 Parts Books (2 hardcover books and 2 CD's), and 2 Technical Service Manuals for each FAP.
- 2.2.3 The contractor shall provide a contact name, along with the contact name's physical address and an 800 number. The contact person must be accessible for MoDOT representatives to contact twenty-four (24) hours per day, and seven (7) days per week for technical assistance.

2.3 Training Requirements:

- 2.3.1 The contractor shall provide training for all specialty equipment and equipment specified herein. At a minimum, training shall consist of the following:
 - a. A qualified service technician shall conduct training at each district where items are delivered, or at an off-site location at the contractor's expense.
 - 1) The contractor shall provide training to the MoDOT operators of the equipment. The contractor's training must cover safe operation, warranty coverage, and routine/preventative maintenance.
 - 2) The contractor shall provide training within one (1) month after delivery and acceptance.
 - 3) The contractor shall provide all training materials at no additional cost to MoDOT.
 - 4) The contractor shall contact each applicable district to schedule the training classes.
 - 5) If requested by MoDOT, the contractor shall provide repeat training classes at the location the training initially occurred. Such repeat training classes shall be provided by the contractor at no additional cost to MoDOT.

2.4 Delivery Requirements:

- 2.4.1 The contractor shall deliver the FAP as specified herein to various locations throughout the district. *See attached District Map.* The contractor shall deliver such changeable message signs F.O.B. destination.

- 2.4.2 The contractor shall insure the FAP are delivered complete and ready for use.
- 2.4.3 The contractor shall deliver FAP at the specified location within sixty 45 to 60 calendar days after receipt of order.
- 2.4.4 The contractor shall deliver FAP during normal working hours (7:30 a.m. - 4:00 p.m. Monday through Friday). The contractor shall provide MoDOT with at least twenty-four (24) hours advance notice prior to arrival at the delivery point.

2.5 Liquidated Damage Requirements:

- 2.5.1 The contractor shall agree and understand that providing flashing arrow panels in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. In the event the contractor fails to provide FAP in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$100.00 per day, per complete order for each such delinquent day.
 - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
 - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.
 - e. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

2.6 Invoicing and Payment Requirements:

- 2.6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.6.2 The contractor's invoices 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 by the contractor 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.
- 2.6.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.6.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.6.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.7 Other Contractual Requirements:

- 2.7.1 Contract Period - The contract shall commence from the date of award until December 31, 2014 with four (4) one-year renewal option periods. 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.
- 2.7.2 Renewal Periods - 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 periods 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 and reserves the right to offer or to request renewal of the contract at a price 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.
- 2.7.3 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, 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.
- 2.7.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “**RFB 2-140115RW1 FAP Bid**”.
- 3.1.2 All bids must be received at the following address no later than January 15, 2014 at 2:00 p.m., Local Time.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Robin Warren

PO Box 270
Jefferson City, MO 65102

Mailing Address

830 MoDOT Drive
Jefferson City, MO 65109

Physical Address

- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with 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 The bidder shall submit the following with the bid:
 - a. A complete list or catalog describing all available training materials related to the items being proposed.
 - b. A complete options list and/or catalog describing parts with detailed pricing information for each make/model being proposed.
 - c. Warranty information.
 - d. Descriptive literature and specifications showing the exact equipment being proposed.
- 3.1.5 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 five (5) working days prior to the official bid opening date.
- 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 Contract Award – The contract will be awarded on an “Item by Item” basis to the lowest responsive bidder.
- 3.1.8 MHTC reserves the right to reject any or all bids and no award is final until formally approved by the MHTC.
 - a. 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 PAGE

4.1 Flashing Arrow Panels - The bidder shall provide firm, fixed prices in the table below for the original contract period for providing the deliverables in accordance with the provisions and requirements of this RFB. All costs (including freight) associated with providing the required deliverables shall be included in the prices stated below.

TRAILER MOUNTED SOLAR POWERED FLASHING ARROW PANEL			
Line Item #	Description	Make and Model	Firm, Fixed Price Original Contract Period
001	FAP Wired Controller / LED		\$ _____ Per each
002	FAP Wireless Controller / LED		\$ _____ Per each

TRUCK MOUNTED SOLAR POWERED FLASHING ARROW PANEL			
Line Item #	Description	Make and Model	Firm, Fixed Price Original Contract Period
003	FAP Wired Controller / LED		\$ _____ Per each
004	FAP Wireless Controller / LED		\$ _____ Per each

4.2 The bidder shall indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all Flashing Arrow Panel options available in the bidder’s data book or pricing guides.

Percent discount off MSRP for all Data Book or Pricing Guide Options: _____ % discount

4.3 Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **current contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the current contract period.

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

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

3rd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

Signature

Date

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 <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><u>M/WBE Name</u></td> <td style="text-align: center; border: none;"><u>Percentage of Contract</u></td> <td style="text-align: center; border: none;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> 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 <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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: <ol style="list-style-type: none"> 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

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 *Flashing Arrow Panels* listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood 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 *Flashing Arrow Panels* meeting 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 _____

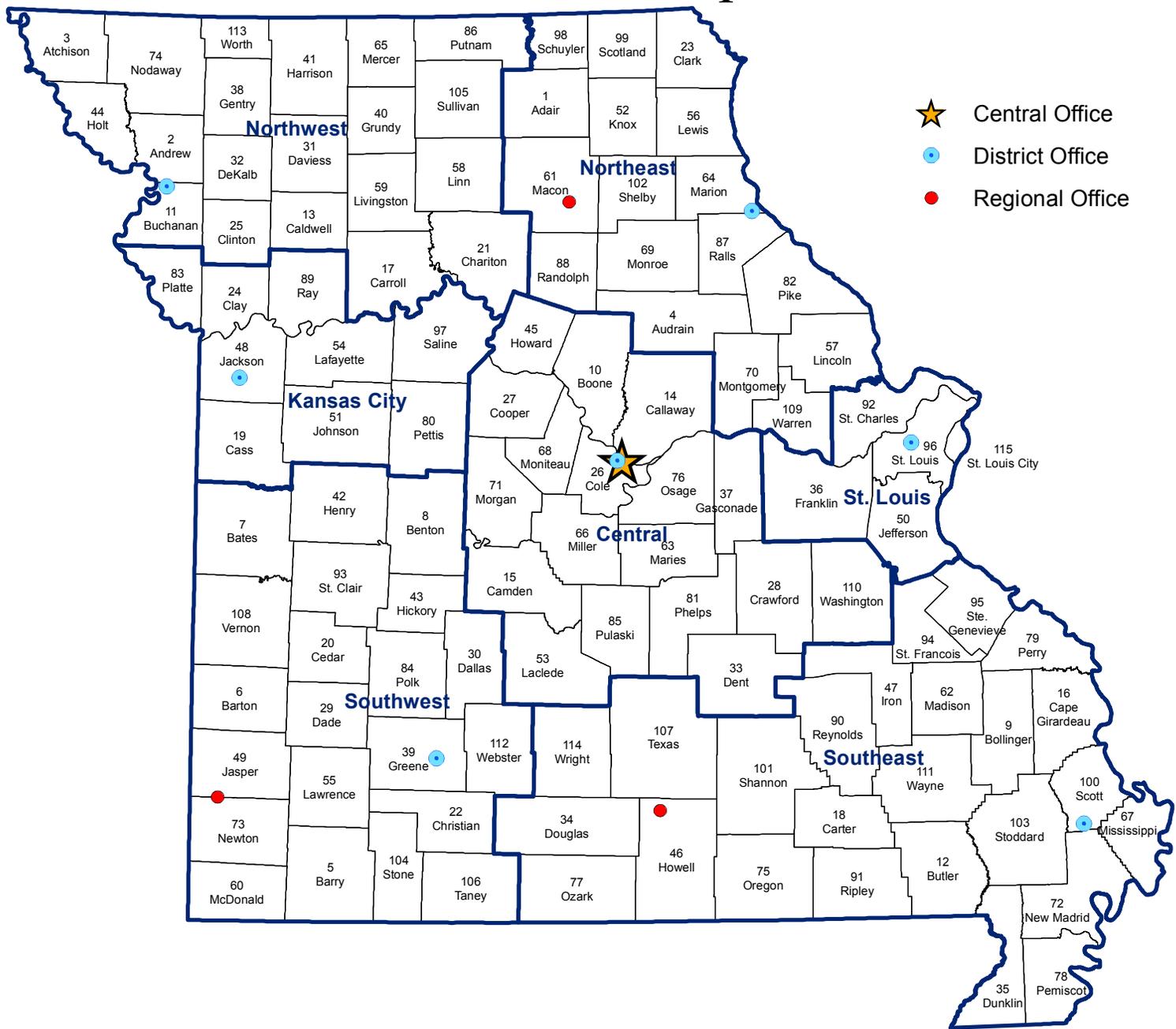
PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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	Maries	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	Daviess	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	Ozark	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Stoddard	103	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			





TRAILER MOUNTED SOLAR POWERED FLASHING ARROW PANELS MGS-06-06A

1.0 DESCRIPTION. All trailer mounted solar powered flashing arrow panels, hereinafter referred to as a FAP, shall be designed and manufactured in accordance with this specification.

2.0 MATERIALS. The FAP shall consist of an arrow panel, rotating mechanism, control switches and circuitry, a control box housing electronic components, and self-contained solar/battery power supply, as specified, all mounted on a towable trailer. Each unit shall be fully assembled when delivered.

2.1 FAP Panel Assembly.

1. The FAP (housing) shall be aluminum and contain a minimum of 25 LED (Light Emitting Diode) lamps. Lamps shall be energized from control switches located in a lockable weatherproof box made of durable corrosion resistant metal material located in the arrow panel support frame.
2. A nominal 5 3/4-inch (140 mm), 360 degree tunnel visor with full-attachment flange shall be provided for each lamp. Visors shall be attached to the panel with stainless steel machine screws. Visors shall be removable without removing the screws. A nominal 0.5 inch (12 mm), butyl rubber or neoprene gasket shall be provided between each lamp and the panel face, to absorb vibration and prevent intrusion of moisture. The panel or lamp holder shall be notched to match a projection on the lamp to ensure proper lamp alignment. All lamps shall be replaceable from the front of the panel.
3. A lamp of the same type used on the panel face shall be provided on the back side of the panel and be continuously energized or flashed when the FAP is operating. A visor is not required on this lamp. It shall be located in the uppermost corner of the panel on the driver's side.
4. Lamps shall be PAR-46 yellow, 5 3/4 inch (140 mm) dia., LED lamps specifically designed for solar applications. Each lamp shall have an optical lens and contain enough light emitting diodes to meet the existing MoDOT specifications for visibility and legibility performance standards as stated later in these specifications.
5. Overall size of the FAP shall be a nominal 4 feet (1200 mm) by 8 feet (2400mm).
6. Panel mounting height shall be 7 to 9 feet (2100 to 2700 mm) from the roadway surface to the lowest point on the panel. The bottom edge of the panel shall be relatively level when in use.
7. The FAP (housing) shall consist of a nominal 3-inch x 1 inch x 1/8 inch (75 mm x 25 mm x 3 mm) welded aluminum channel with a 1/16 inch (1.5 mm) thick aluminum sheet attached to the front and back. The front and back surfaces of the panel shall be painted non-reflective flat black. All wiring inside the FAP shall be corrosion resistant wiring and shall be attached to the panel approximately every 8 inches (200 mm). All panels shall have an access door for ease of access to terminal strips/wiring connections/diodes if equipped. Door shall be located at the rear of the FAP. Company names or logos shall not be placed on the FAP.

2.2 Control and Wiring.

1. A trailer mounted control will be considered the standard control. An optional wireless remote control, if available, should perform the same functions as the trailer mounted control.
2. The control switches shall provide MUTCD Sequential Arrow (Merge Right or Left), Flashing Double Arrow and Alternating Diamond Caution.
3. The control shall include an on/off switch, a dim/bright selector switch, an operation mode selector switch, and a photoelectric cell. All electronic components shall be solid state and electrically protected by fuses or circuit breakers. All cables and control wiring shall enter the control cabinet from either the back or the bottom through salt-resistant, weatherproof connectors. No external or spliced wire connections will be accepted outside of the control cabinet.
4. The optional wireless remote control unit, if available, shall be FCC approved. The wireless modules should derive power from the controller and remote respectively. Remote wireless FAP and remote shall have a permanently affixed unique I.D. label or plaque.
5. The flashing rate of the lamps shall not be less than 25 or greater than 40 flashes per minute. Lamp "ontime" shall be at least 50 percent.
6. Control circuitry shall provide dimming of all lamps to prevent blinding during night operation. Dimming shall be by manual and automatic controls, capable of at least 50 percent from full brilliance. The photoelectric cell shall automatically reduce the flashing arrow light intensity as ambient light reduces.
7. A readily accessible cartridge fuse or circuit breaker shall be provided in the circuit between the power supply and FAP control. The fuse or breaker shall be rated to handle the maximum lamp load of all lamps. The fuse or breaker shall be located in the control cabinet.

2.3 Power Supply.

1. Solar Panels: Wattage of the solar panels shall be adequate to fully charge batteries, and will contain a remote battery charger back-up as described below. Solar panels shall be mounted above top of FAP with a minimum 4 degree pitch from the horizontal position to encourage shedding of dirt and rainwater.
2. Battery Charger: The battery charger with charge indicator shall be included and shall be mounted at the base of the frame of the FAP support, inside a lockable, weatherproof, battery box. The battery charger shall have the capability to charge the battery bank within a 48 to 72 hour time period from a 120 VAC utility power source..
3. Batteries: Batteries shall be the A.G.M. type (Absorb Glass Mat), class GC2, rated at no less than 200 amp hours per battery when fully charged. The quantity of batteries shall provide enough power to run the unit at full load for 30 consecutive days on battery power only. Solar charging shall be disabled during this 30 day period.
4. Battery Box: A lockable, weatherproof, battery box shall be centered over the trailer axle, made of minimum 14-gauge steel, with louvered side panels for cross-flow ventilation and with bottom and sides coated with acid-resistant protector.

5. Voltage Regulator: The voltage regulator shall be solid-state micro-processor-based, utilizing constant positive drive voltage and pulse with modulation to optimize battery charging; measuring battery voltage and adjusting current from the solar panels so the batteries are not overcharged, and also preventing overcharging of batteries by the solar panels when the sign is turned off. An automatic disconnect device shall be included to protect the entire system in case of low voltage.
6. Controller: A solid-state, LED optimized, controller shall be utilized to minimize wattage consumption and maximize battery life. Control circuitry shall provide a negative ground to each lamp at all times. Frame-ground circuitry to the lamps will not be permitted. Individual ground circuits to each lamp shall be provided. Positive power shall be supplied to each lamp through individual circuits from solid-state load switches in the control cabinet. The controller cabinet shall be assembled in a manner to allow easy access to internal control circuitry, such as with machine screws for service and repair purposes. Continuous, positive 12-volts to the lamp will not be permitted. The positive power to each lamp shall be reduced to zero voltage by the solid state load switches. It shall have reverse-polarity and short-circuit protection. The voltage regulator and controller shall be in a lockable, weatherproof, box located on the frame of the FAP support.

2.4 Trailer.

1. Welding: The trailer welding shall be in accordance with American Welding Society standards.
2. Dimensions: Minimum trailer dimensions shall be length 100 inches (2500 mm) and width 70 inches (1800 mm) (fender to fender).
3. Frame: Structural steel tubing, (minimum square tubing 2 1/2 inch x 2 1/2inch x 11-gauge (62.5 mm x 62.5 x 11-gauge) wall thickness or minimum 2 inch (50 mm) square tubing x 1/8 inch (3 mm) wall thickness) minimum 3 cross braces (with tie-down loops on front corners.)
4. Axle: Single, minimum 2,000-pound (900-kg) capacity, tubular, with 5-hole, 4.5 inch (110 mm) B.C. circle pattern on idler hub.
5. Wheels: 15-inch (375 mm) steel, safety rim, 5 lug bolts.
6. Tires: 15-inch (375 mm), load range C, tubeless, radial highway tread (ST205/75R15 minimum.)
7. Springs: Minimum 3-leaf, double eye, minimum 1,200-pound (540-kg) capacity for each spring or adequate torsion type axle.
8. Tongue: 3-inch x 3-inch x 3/16 inch (75 mm x 75 mm x 4.8 mm) steel tubing (removable for shipping and to prevent theft.). Tongue weight approximately 10-15 percent of gross weight. Minimum 4-foot (1200 mm) hitch-to-trailer clearance.
9. Deck: 12 sq. ft. (3.6 sq. m) minimum, 10 gauge, smooth plate or open deck.
10. Fenders: 16 gauge steel, inside closed in above deck, round, full wheel coverage.

11. Safety Chain: Two, 5/16 inch x 34-inch (8 mm x 860 mm) long plated steel chains connected to a loop that is welded to the tongue. Chain shall have yield strength equal to weight of trailer and payload, or greater. Chain loop shall have yield strength equal to chain, or greater.
12. Screw Jack: Tongue mounted, 2,000-pound (900-kg) capacity, steel base 4 inch x 4 inch square foot (100 x 100 sq. mm), minimum size and capacity.
13. Leveling Legs: Adjustable on 1" increments with foot pads (4 inch x 4inch minimum), mounted on four corners of frame, perforated 1 ¾ inch (40 mm) square tube x 12-gauge wall locked in place by 3/8 inch (9.5 mm) diameter snapper pins, secured to trailer frame by wire cable or chain.
14. Hitch: Easily removable combination, 2 inch (50 mm) diameter ball coupler and a 3 inch (75 mm) inside diameter, flat pintle ring, adjustable 24-inch (600 mm) to 36-inch (900 mm), in 2-inch (50 mm) increments.
15. Paint: Entire trailer - one coat primer, one coat high-visibility, Safety Orange Paint similar to Federal Standard 595B #12243, including all surfaces under deck and on underside of fenders. Powder coat of the same color is acceptable.
16. Lights: LED and DOT Approved 12-volt, two tail/stop/turn signal; side, rear and tongue reflectors. Tail lights shall have metal guard protective assemblies. Wires shall be identified as to function.

2.5 Performance. Any display mode must be visible on a sunny day for a distance of one mile. The FAP must be able to operate for 30 continuous days in the flashing double arrow mode during day/night light conditions with the solar charging system disconnected. A device shall be provided to indicate the remaining charge on the batteries. The FAP support frame shall contain a device to align the FAP to oncoming traffic and to adjust the FAP so its bottom edge is relatively level when in use. The panel lamp must be visible during the "on time" at an angle of 15 degrees minimum to both left and right center and 4 degrees minimum both up and down of center.

2.6 Owner's Manual. The successful bidder shall furnish manuals as specified in RFB.

3.0 WARRANTY. New units delivered to the Missouri Department of Transportation must be covered by the manufacturer's standard warranty for a minimum of one year, which includes on-site repair (parts, labor, and travel), at no expense to MoDOT.

3.1 All units manufactured shall be exactly the same as the units tested.

3.2 All units shall meet or exceed the specifications for FAP boards as listed in Part 6F.61 of the current Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).



TRUCK MOUNTED SOLAR POWERED FLASHING ARROW PANELS MGS-06-08A

1.0 DESCRIPTION. All truck mounted solar powered flashing arrow panels, hereinafter referred to as a FAP, shall be designed and manufactured in accordance with this specification.

2.0 MATERIALS. The FAP shall consist of an arrow panel, mounting frame and rotating mechanism, remote control switches and circuitry, and a lockable control cabinet housing electronic components in a self-contained solar/battery power supply. Each unit shall be fully assembled when delivered.

2.1 FAP Panel Assembly.

1. The FAP shall be aluminum and contain a minimum of 25 LED lamps. Lamps shall be energized from a control cabinet mounted inside the battery compartment and controlled by the remote control switches located inside the truck cab.
2. A nominal 5 $\frac{3}{4}$ inch (140 mm), 360 degree tunnel visor with full attachment flange shall be provided for each lamp. Visors shall be attached to the panel with stainless steel machine screws. Visors shall be removable without removing the screws. A nominal 0.5 inch (12 mm), butyl rubber or neoprene gasket shall be provided between each lamp and the panel face, to absorb vibration and prevent intrusion of moisture. The panel or lamp holder shall be notched to match a projection the lamp to ensure proper lamp alignment. All lamps shall be replaceable from the front of the panel.
3. A lamp of the same type used of the panel face shall be provided on the back side of the panel and be continuously energized or flashed when the FAP is operating. A visor is not required on this lamp but recommended. It shall be located in the uppermost corner of the panel on the driver's side.
4. LED lamps shall be PAR-46, yellow, 5 $\frac{3}{4}$ inch (140 mm) dia., LED lamps, specifically designed for solar applications. Each lamp shall have an optical lens and contain enough light emitting diodes to meet the existing MoDOT specifications for the visibility and legibility performance standards as stated later in these specifications.
5. Overall size of the FAP shall be a nominal 3 feet (900 mm) by 6 feet (1800 mm).
6. Panel mounting height shall be a nominal 4 $\frac{1}{2}$ feet from the bottom of the support frame to the lowest point on the panel.
7. The FAP (housing) shall consist of a nominal 3 inch x 1 inch x $\frac{1}{8}$ inch (75 mm x 25 mm x 3 mm) welded aluminum channel with a $\frac{1}{16}$ inch (1.5 mm) thick aluminum sheet attached to the front and back. The front and back surfaces of the panel shall be painted non-reflective flat black. All wiring inside the FAP shall be corrosion resistant wiring and shall be attached to the panel approximately every 8 inches (200 mm). All panels shall have an access door for ease of access to terminal strips/wiring connections/diodes if equipped. Door shall be located at the rear of the FAP. Company names or logos shall not be placed on the FAP.

2.2 Control and Wiring.

1. A remote cab control will be considered the standard control. An optional wireless remote control, if available, should perform the same functions as the remote cab control.

2. The remote cab control switches shall provide MUTCD Sequential Arrow (Merge Right or Left), Flashing Double Arrow and Alternating Diamond Caution.
3. The remote cab control switches shall include an on/off switch, a dim/bright selector switch, an operation mode selector switch, an LED power-on lamp, and be equipped for top of dash mounting. The control shall be provided with at least 30 feet (9 meters) of multi-conductor, salt resistant, weather proof cable and a NEMA 4 surface base cover connector plug to connect the NEMA 4 side entry hood connector mounted approximately 4 feet (1200 mm) from the base of the frame and controller. The remote cab control shall be assembled in a manner to allow easy access to internal circuitry and switches for service and repair, such as machine screws. All electronic components shall be solid state and electrically protected by fuses or circuit breakers.
4. (4) The optional wireless remote control unit, if available, shall be FCC approved. The wireless modules should derive power from the controller and remote respectively. Remote wireless FAP and remote shall have a permanently affixed unique I.D. label or plaque.
5. The flashing rate of the lamps shall not be less than 25 or greater than 40 flashes per minute. Lamp "on-time" shall be at least 50 percent.
6. Control circuitry shall provide dimming of all lamps to prevent blinding during night operation. Dimming shall be by manual and automatic controls, capable of at least 50 percent from full brilliance. The photoelectric cell shall automatically reduce the flashing arrow light intensity as ambient light reduces.
7. A readily accessible cartridge fuse or circuit breaker shall be provided at the power supply end of the circuit between the power supply and the controller mounted inside the battery box. The fuse or breaker shall be rated to handle the maximum lamp load of all lamps. An additional fuse or breaker shall be located of the controller cabinet, protecting the circuit supplying the remote cab control.

2.3 Power Supply.

1. Solar Panels: Wattage of the solar panels shall be adequate to fully charge batteries, and will contain a remote battery charger back-up as described below. Solar panels shall be mounted above top of FAP with a minimum 4 degree pitch from the horizontal position to encourage shedding of dirt and rainwater.
2. Battery Charger: The battery charger with charge indicator shall be included and shall be mounted at the base of the frame of the FAP support, inside a lockable, weatherproof, battery box. The battery charger shall have the capability to charge the battery bank within a 48 to 72 hour time period from a 120 VAC utility power source..
3. Batteries: Batteries shall be the A.G.M. type (Absorb Glass Mat), class GC2, rated at no less than 200 amp hours per battery when fully charged. The quantity of batteries shall provide enough power to run the unit at full load for 30 consecutive days on battery power only. Solar charging shall be disabled during this 30 day period.

4. **Battery Box:** A fully enclosed (sides, top, bottom) lockable, weatherproof box, mounted at the base of the frame of the FAP support, shall be made of minimum 14-gauge steel, with louvered side panels for cross-flow ventilation and with the sides and bottom coated with acid-resistant protector. The battery box shall be large enough to sufficiently house and service the controller, batteries and charger. The lid of the battery box shall be hinged and include a stabilizer rod to allow ease of maintenance and repair of batteries, charger and or photoelectric control.
5. **Voltage Regulator:** The voltage regulator shall be solid-state, micro-processor-based, utilizing constant positive voltage and pulse with modulation to optimize battery charging, measuring battery voltage and adjusting current from the solar panels so the batteries are not overcharged and also prevent overcharging of the batteries by the solar panels when the panel is turned off. An automatic disconnect device shall be included to protect the entire system in case of low voltage.
6. **Controller:** A solid-state, LED optimized, controller shall be utilized to minimize wattage consumption and maximize battery life. The control circuitry shall provide a negative ground to each lamp at all times. Frame-ground circuitry to the lamps will not be permitted. Individual ground circuits to each lamp shall be provided. Positive power shall be supplied to each lamp through individual circuits from solid-state load switches in the control cabinet. The controller cabinet shall be assembled in a manner to allow easy access to the internal control circuitry, such as with machine screws, for service and repair purposes. The controller shall be provided with a 4 foot (1200 mm) long weather and salt-resistant, multi-conductor cable and side entry hood connector to provide a means of connection from the remote cab control. Continuous, positive 12-volts to the lamps will not be permitted. The positive power to each lamp shall be reduced to zero voltage by the solid-state load switches. It shall have reverse-polarity and short-circuit protection. The voltage regulator and controller shall be in a lockable, weatherproof, battery box mounted at the base of the frame.
7. **Disconnect and Enclosures:** Disconnect plug and receptacle shall be determined by the current, voltage, and number of contacts required for proper operation. Connectors shall have screw terminations and accommodate a wire size of up to #12AWG. The male connector shall be enclosed in a NEMA 4 rated surface base enclosure and cover. The female connector shall be enclosed in a NEMA 4 side-entry hood enclosure. Multi-conductor cable shall enter the bottom of the enclosures through a waterproof, flame-resistant, salt and corrosion resistant cable connector with a sealing nut and internal ratchet containing a neoprene cable gland.

2.4 Framework.

1. The FAP shall be supported on a four vertical post framework consisting of welded steel tubing in accordance with American Welding Society standards. All open ends of tubing shall be capped and welded shut. The panel shall be rotatable from a horizontal to a vertical position by means of an electrically operated actuator. When in the horizontal position, the panel shall rest on a rigid frame support, relieving the load from the rotating device. Each panel shall contain a tie down anchor point on each side, (left, right) of the frame to accommodate a 4-6 inch (100-150 mm) wide strap to anchor to the truck. Angle and cross bracing of the vertical supports shall be provided at the top and bottom of the supports to ensure a rigid frame. See drawing on Attachment 1. Each FAP shall be equipped with two forklift tubes for ease of installation as shown in Attachment 1.

2. The support frame shall be painted one coat of primer and one coat high-visibility, Safety Orange Paint similar to Federal Standard 595B #12243. Powder coat of the same color is acceptable.

2.5 Performance. Any display mode must be visible on a sunny day for a distance of one mile. The FAP must be able to operate for 30 continuous days in the flashing double arrow mode during day/night light conditions with the solar charging system disconnected. A device shall be provided to indicate the remaining charge on the batteries. The FAP support frame shall contain a device to align the FAP to oncoming traffic and to adjust the FAP so its bottom edge is relatively level when in use. The panel lamp must be visible during the "on time" at an angle of 15 degrees minimum to both left and right center and 4 degrees minimum both up and down of center.

2.6 Owner's Manual. The successful bidder shall furnish manuals as specified in RFB.

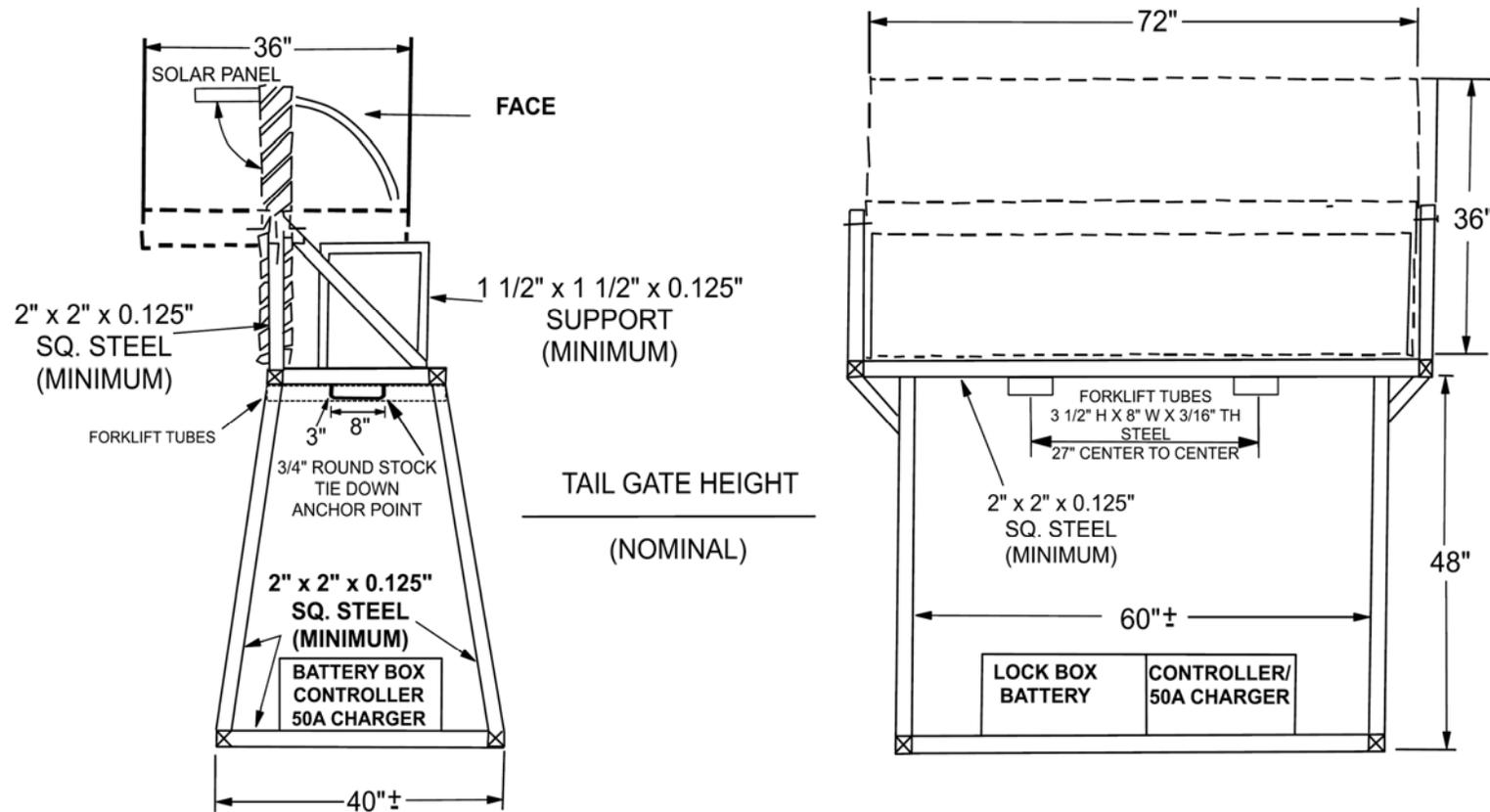
3.0 WARRANTY. New units delivered to the Missouri Department of Transportation must be covered by the manufacturer's standard warranty for a minimum of one year, which includes on-site repair (parts, labor, and travel), at no expense to MoDOT.

3.1 All units manufactured shall be exactly the same as the units tested.

3.2 All units shall meet or exceed the specifications for FAP boards as listed in Part 6F.61 of the current Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

TRUCK MOUNTED SOLAR POWERED FLASHING ARROW PANEL SUPPORT FRAME

ATTACHMENT 1

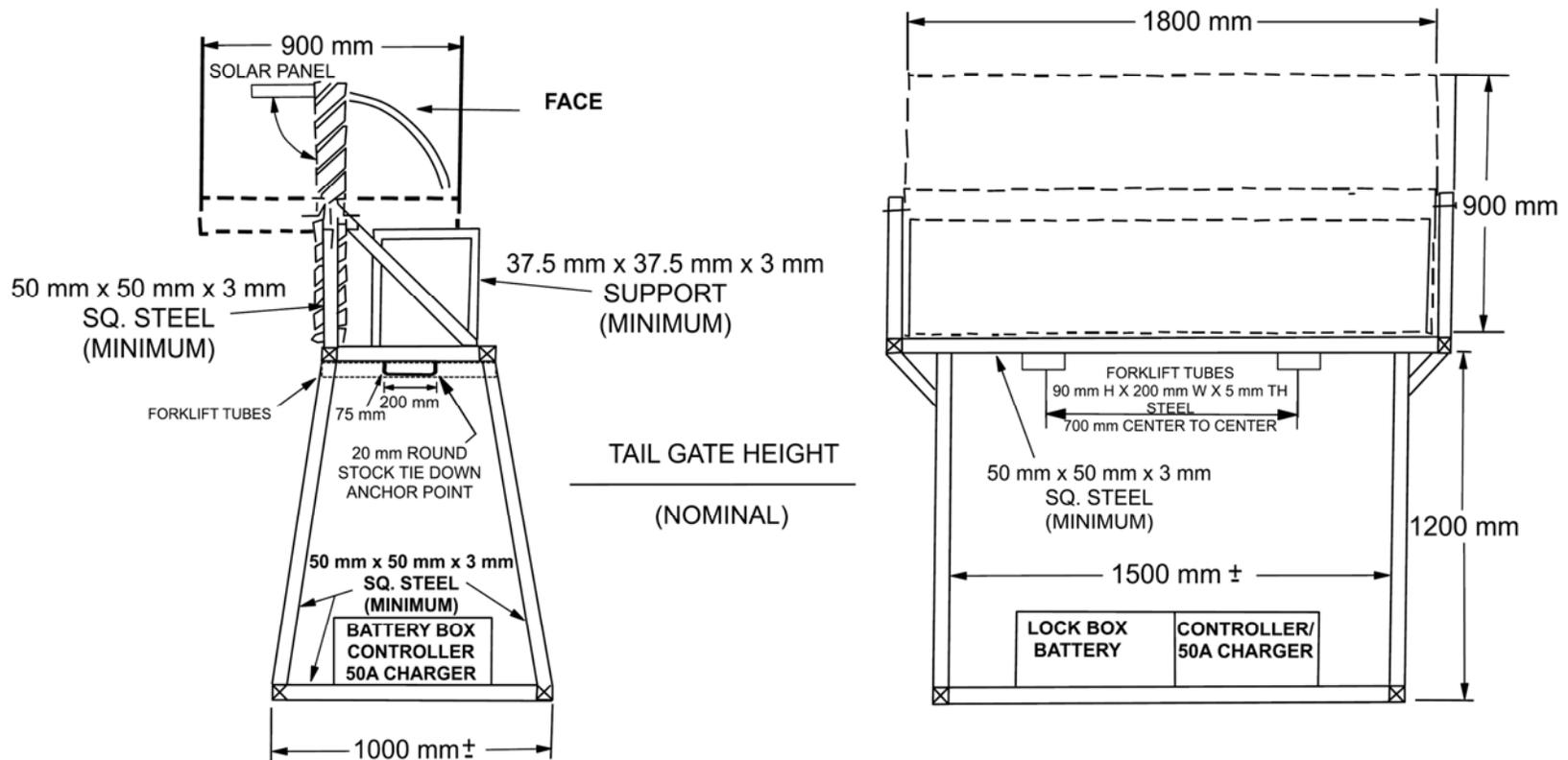


NOTE:

THE SUPPORT FRAME MAY VARY FROM THIS CONFIGURATION BUT THE OVERALL DIMENSIONS SHOULD BE THE SAME.

TRUCK MOUNTED SOLAR POWERED FLASHING ARROW PANEL SUPPORT FRAME (METRIC)

ATTACHMENT 1



NOTE:

THE SUPPORT FRAME MAY VARY FROM THIS CONFIGURATION BUT THE OVERALL DIMENSIONS SHOULD BE THE SAME.

Attn: Potential Bidders

If you are responding to the bid for the Changeable Message Signs and the bid for Flashing Arrow Panels, you can return both bid documents in the same envelope as the bid opening for both will be held on the same date and time.

Please note on the outside of any UPS or FedEx packaging the bid numbers that are enclosed.

Thank you!

Robin Warren

Sr. General Services Specialist

573-526-7929

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.

Preferences

- a. In the evaluation of bids/quotes, 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.

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

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.