



**THIS IS NOT AN ORDER**

**REQUEST FOR BID**

**It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document.** This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: FEBRUARY 29, 2008	QUOTE DUE BY: <b>MARCH 18, 2008</b> <b>1:00 PM LOCAL TIME</b>	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED/COMPLETED NO LATER THAN: APRIL 30, 2008	QUOTATION #: <b>D7-08-065</b>  THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: CATHY BAY PHONE NUMBER: 417-629-3223 FAX NUMBER: 417-629-3226
District Mailing Address: Missouri Department of Transportation – District 7 Attn: Cathy Bay General Services/Procurement 3901 E. 32 <sup>nd</sup> Street Joplin, MO 64804	Delivery Location: Missouri Department of Transportation District 7 3901 East 32 <sup>nd</sup> Street Joplin, MO 64804	

**DESCRIPTION**

**ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM**

The Missouri Department of Transportation located at 3901 East 32<sup>nd</sup> Street, Joplin, MO, is seeking bids from qualified bidders who can supply a total of three (3) Adaptive Traffic Signal Control Systems as outlined and specified per the attached Job Special Provisions in this RFB.

**Each bid must be mailed in a sealed envelope to the Buyer, or hand –delivered in a sealed envelope to the General Services Procurement Office's address listed above.** All questions regarding the RFB shall be submitted to the Buyer. Bids must be returned to the office of the Buyer listed above at the District mailing address shown, no later than **1:00 p.m., Local Time, March 18, 2008.**

The bidder shall provide a firm, fixed price to MHTC as stated on the PRICING PAGE in accordance with the terms of this Request for Bid.

**Please see attached General Information, Job Special Provisions, Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions.**

<b>PRICING PAGE</b>					
<b>Quantity</b>	<b>U/M</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>	<b>Delivery Time</b>
3	Each	Adaptive Traffic Signal Control System			

**VENDOR NAME:**

**All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.**

**CERTIFICATE OF GOOD STANDING**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder’s inability to provide this documentation will result in his/her bid being rejected

**RsMO 34.040.6 COMPLIANCE**

The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a “Certificate of No Tax Due” may be requested of the successful Bidder. If such a certificate is requested, the Bidder’s inability to provide this documentation will result in his/her bid being rejected.

**VENDOR NOTES**

**Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).**

**VENDOR INFORMATION**

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):  Phone #:  Fax #:  Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES                      NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES                      NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES                      NO

## GENERAL INFORMATION

The successful bidder will be required to provide ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEMS as outlined in the Job Special Provisions of RFB #D7-08-065. One (1) system each will be for the following three (3) intersections located at Jane, Mo in McDonald County; 71 & Larry Neff Drive, 71 & Commercial, and 71 & 00. Each system shall contain four (4) cameras.

Please provide a bid "per each" on the Pricing Page, page one (1). If traveling fees are to be assessed, the fees are to be included in the unit price submitted. The bid price shall be all inclusive of all requirements of the Job Special Provisions.

For bids to be considered, the attached form, identified as "PREFERENCE IN PURCHASING PRODUCTS" must be on file in this office and must be dated in the current calendar year. Bidders must also complete and return with their bid the form identified as "MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT".

The bidder may withdraw, modify or correct his bid after it has been deposited with the Department 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.

The right is reserved by the Missouri Department of Transportation to reject any or all bids, and no award is final until formally approved.

By virtue of statutory authority a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri.

A MoDOT representative will assist the successful contractor with scheduling and any other special provisions. Ken Black is the MoDOT representative/contact and can be reached at office phone number 417-629-3160.

## JOB SPECIAL PROVISIONS

### A. **ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM**

Note: Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.

#### A. ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM

**1.0 Description.** This work shall consist of furnishing, configuring and placing into operation an adaptive traffic signal control system, which detects and collects vehicle data by processing video images and automatically optimizes the changing of traffic signals in response to real time traffic demands. The system should have remote monitoring and configuring capability using IEEE 802.3 standards. The equipment shall meet the NEMA environmental, power and surge ratings according to the latest NEMA Specifications. The system shall include all equipment listed as shown on the plans and described in this special provision and shall include any incidental items necessary for the satisfactory operation of the system. This special provision shall be in addition to the standard specifications.

**2.0 Material.** Equipment and material shall be of new stock unless the contract provides for relocation of existing units or use of units furnished by others. New equipment and material shall be the product of reputable manufacturers, conform to requirements of CALTRANS 170 Specifications, ICEA, IMSA, ITE, MUTCD, NEMA, RETMA, NEX and regulations of the National Board of Fire Underwriters, as applicable, and meet the approval of the engineer.

#### **2.1 System Components.**

**2.1.1** The adaptive traffic control system shall consist of color video camera(s) enclosed in secure housing, a shelf/rack mounted processing unit, software and license for system control via a web browser such as the Microsoft Internet Explorer on any authorized computer, and a switch with the capability of independently networking minimum of 4 video cameras and the processor. The video cameras shall be Ethernet cameras and their video feeds shall be available over standard Ethernet connection in Motion JPEG and MPEG 4 formats using the latest IP technology. All camera views shall be obtainable simultaneously without cable swaps. The system shall be capable of displaying post-processed video on a web browser such as Microsoft Internet Explorer. The engineer shall have the option to view one camera at a time or all four cameras on a single browser window. Video shall be transported from the camera to the switch using a standard CAT-5E outdoor rated cable. A central system software capable of configuring the adaptive traffic control system shall also be provided.

**2.1.2** The video detection system shall be programmable via a web browser using the same Ethernet connection that delivers the video camera output and thus allowing the engineer to have complete control of the system without being physically present at the intersection. It shall provide still image and real time detection displays in color video to a remote computer using a web browser such as Microsoft Internet Explorer. The system shall collect real-time traffic data such as vehicle counts, stop delay and level of service. Real-time and historical statistical information should be available to the engineer in graphical and/or tabular form as and when required.

**2.2 System Software.** The system shall include software that detects vehicles in multiple lanes using only the video image. The software should automatically account for changes in scene including but not limited to lighting conditions or adverse weather. The engineer would have the dual benefit of defining detection zones or count sensors via a web interface accessible from any regular computer with Ethernet

connection or using a computer physically connected to the network (which may include a laptop computer). A minimum of 12 detection zones per camera shall be available. The detection zones should be capable of counting multiple vehicles within a single detection zone. The system software should communicate to an existing signal controller on a real time basis via RS232 serial communication standards. The software shall determine and display real-time queue lengths along each approach.

A central system software that is capable of being installed on desktop and laptop computers shall be supplied with the adaptive system. This software shall run on Microsoft Windows operating system. The system software shall be capable of connecting to the adaptive traffic control system over an Ethernet network including an Internet connection and display green status of the intersection in real time. The central system software shall overlay live views of traffic signals on a static or GIS based (pan- and zoom-capable) map of relevant streets. The software shall also permit the user to configure the adaptive traffic control system over an Ethernet network. The central system software shall also be capable of displaying images from at least 20 detection cameras simultaneously on one computer screen. The user shall be able to view expanded views of detection cameras by clicking on the computer screen.

### **2.3 Processing Unit (PU).**

**2.3.1** The PU may be rack or shelf mounted and shall be modular in design.

**2.3.2** Communications from the PU to any computer shall be through RJ45 (8P8C) connector over a regular Ethernet connection at the installation location or over a network. The computer shall have the capability to download detection data as well as the real-time detection information needed to show detector actuations. The user shall also have the capability of connecting directly to the detection cameras over the Ethernet network and display post-processed and pre-processed color video in the MPEG 4 and MJPEG format.

**2.3.3** The PU shall be available with NEMA TS1 detector interface. Output levels shall be compatible with the NEMA TS1 and NEMA TS2 Type 2 standards.

**2.3.4** The PU shall store historical split information and shall compute and deploy optimized signal splits based on historical split information when the system goes into fog mode or emergency mode.

**2.3.5** The PU shall input optimized detector calls into a controller that is running in free mode via supplier provided detector cards that plug into standard detector card racks.

**2.3.6** The PU shall suspend, for the necessary time, its inputs to a controller when calls of a higher priority are put in to the controller by pedestrians, preemption vehicles or the pre-determined parameters set by traffic officials.

**2.3.7** The PU shall automatically send all necessary information to processors at adjacent upstream and downstream intersections in order to facilitate the optimization of traffic flow along an arterial.

**2.3.8** The PU shall optimize the flow of traffic at both intersections and arterials based on the possible states of traffic rather than required splits, cycles and offsets.

**2.3.9** The PU shall keep accurate time using a GPS device supplied and mounted on the traffic signal cabinet.

**2.3.10** The PU shall be capable of functioning in a detector mode or adaptive mode selectable by time of day and day of week.

## **2.4 Vehicle Detection.**

**2.4.1** The video detection system shall provide flexible detection zone and/or count sensor placement anywhere and at any orientation within the combined field of view of the image processors. Preferred presence detector zone configurations shall be a box or polygons across lanes of traffic placed parallel with lanes of traffic. A single detector zone shall be able to replace multiple conventional detector loops. Detection zones shall be capable of overlapping. Detection zones shall detect multiple vehicles within a single detection zone.

**2.4.2** The detection zones shall be created by using a pointing device and a graphical user interface (GUI) displayed on any computer connected directly to the PU or a GUI available to any authorized remote terminal over Ethernet connection. It shall be possible to add, edit or remove previously defined detector configurations to fine-tune detection zone placement.

**2.4.3** When a vehicle is detected by crossing a detection zone, there shall be a visual change on the video display, such as a change in color or intensity, thereby verifying proper operation of the detection system. The system shall compute and display real-time queue information per lane. The system shall compute and store traffic volumes, stop delay, and Level of Service per phase and display such information on demand over an Internet Browser.

**2.4.4** Overall performance of the video detection system shall be comparable to inductive loops. Using camera, optics and in the absence of occlusion, the system shall be able to detect vehicle presence with 95% accuracy under normal (day and night) conditions and with only a slight deterioration in performance under adverse (fog, snow, rain) conditions. During extremely adverse conditions the system shall default to emergency mode or fog mode. The processor shall store historical split information and shall compute and deploy optimized signal splits based on historical split information when the system goes into fog mode or emergency mode.

**2.4.5** The camera shall automatically function in a special mode at night and the processor shall utilize such images and conduct image processing after filtering out a high degree of reflected and ambient lighting. The PU shall change image parameters such as sharpness and contrast based on the lighting conditions.

## **2.6 Video Camera and Housing.**

**2.5.1** The PU supplier shall furnish the video camera for traffic detection. The camera shall produce a usable color video image of vehicles under normal roadway lighting conditions regardless of time of day. Usable video in color shall be produced for scenes with a minimum luminance of 0.65 lux at aperture f-value 1.0.

**2.5.2** The camera shall use a CCD sensing element and shall deliver MJPEG and MPEG 4 video streams simultaneously over a standard Ethernet connection.

**2.5.3** The camera shall include an electronic shutter or auto iris control based upon average scene luminance and shall be equipped with an auto iris lens.

**2.5.4** The camera shall have a variable focal length. The maximum aperture of the lens shall not be smaller than f1.8 and the minimum aperture shall not be larger than f360.

**2.5.5** The camera shall be housed in an environmental enclosure that is waterproof and dust tight to NEMA-4 specifications. A heater shall be incorporated in the camera to prevent the formation of condensation, as well as to assure proper operation of the lens' iris mechanism. The heater shall not interfere with the operation of the image sensor electronics, and it shall not cause interferences with the video signal. The enclosure shall allow the camera to be rotated in the field during installation.

**2.5.6** The enclosure shall be equipped with a sun shield that prevents sunlight from directly entering the lens. The sun shield shall include a provision for water diversion to prevent water from flowing in the camera field of view.

**2.5.7** The camera shall be Ethernet-centric. The camera shall have an RJ-45 port built into it and shall deliver the MPEG-4 and MJPEG video from the camera via the RJ-45 port to the switch in the cabinet over a CAT-5 cable. The user shall be able to access the camera directly over the network and configure the camera parameters using a standard Internet Browser.

## **2.6 Cable.**

**2.6.1** The Ethernet cable shall be environmentally hardened, outdoor rated 350 MHz Category 5E cable. The cable shall be riser rated, 24 AWG solid copper, have Polyolefin insulation, UV and oil resistant PVC jacket. Pair 1 shall be Blue, White/Blue, Pair 2 shall be Orange, White/Orange, Pair 3 shall be Green, White/Green and Pair 4 shall be Brown, White/Brown. The operating temperature shall be from -40° C to +70° C. The cable shall conform to the following standards: ISO/IEC 11801 Category 5e, NEMA WC 63, and ANSI/TIA/EIA 568-B.2 Category 5e. The cable shall be without splicing or joints for a single run. The contractor shall obtain instructions from the manufacturer about alternate architecture when length of a single run of CAT 5e cable exceeds 320 feet.

**2.6.2** The RJ-45 plug connectors shall be used at both the camera and cabinet ends. The supplier of the video detection systems shall approve the Category 5 cable, RJ-45 connector and crimping tool and the manufacturer's instructions must be followed to insure proper connection.

**2.6.3** Power cable shall be 14 AWG three conductor cable. This cable shall comply with the requirements of IMSA Specification 19-1.

## **3.0 Adaptive Traffic Signal Control**

**3.1** The adaptive traffic control module shall be contained within the PU. The PU shall communicate with neighboring PUs over an Ethernet network. The PUs shall communicate information such as the green and red status of signal, queue lengths, and traffic volumes in real time. Based on such information received from adjacent signals and local traffic data, the PU shall optimize the phasing sequence, duration, and initiation of movements in order to optimize traffic flow on arterials as well as arterial networks.

**3.2** The adaptive traffic control shall not use common cycle lengths but use principles of robotics and artificial intelligence to optimize traffic flow. The optimization shall be real time using principles of finite state changing machine and shall not involve switching between cycle lengths. The system shall not be in transition at any time but shall respond to real-time inputs with changing of states.

**3.3** The supplier's engineers shall work in conjunction with MODOT personnel to configure the adaptive traffic signal control system for the most optimal operation of the arterial or arterial network. Traffic flow and anomalous traffic conditions shall be programmed into the adaptive traffic signal control system.

**3.4** The parameters for the adaptive traffic signal control shall be capable of being configured remotely over the Ethernet network. The control application shall be capable of being loaded on a computer with Microsoft Windows operating system. The software shall also display traffic signal green status and up to 20 camera views.

**4.0 Installation.** The adaptive traffic control system shall be installed as recommended by the manufacturer and as documented in the installation materials provided by the supplier. A factory certified representative from the supplier shall be on-site for a minimum of two days during installation.

## **5.0 Warranty.**

**5.1** The adaptive traffic control system shall be warranted to be free of defects in material workmanship for a minimum of two years.

**5.2** During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by the user. This support shall be available from factory certified personnel or factory certified installers.

## **6.0 Maintenance and Support.**

**6.1** The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the adaptive traffic control system. Replacement parts shall be available for delivery within 30 days of an order at the supplier's current pricing.

**6.2** The supplier shall maintain an ongoing program of technical support for the adaptive traffic control system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an order at the suppliers then current pricing and terms of sale for on site technical support services.

**7.0 Training.** A minimum of one day of training shall be provided to personnel in the operation, setup and maintenance of the adaptive traffic control system.

**8.0 Basis of Payment.** Payment will be made for "Adaptive Traffic Control System" at the contract unit price per each and will be full compensation for all labor, equipment and material to complete the described work and for placing the specified equipment into operation to the satisfaction of the engineer.

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.
  
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_  
 \_\_\_\_\_
  
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_  
 \_\_\_\_\_

### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

## STANDARD SOLICITATION PROVISIONS

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

## GENERAL TERMS AND CONDITIONS

### General Performance

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

### Deliveries

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

### Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted

programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. Cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

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

### **Subcontracting**

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

contract was awarded and the purchase order issued.

## Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

## Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

## Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

## Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

## Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such

litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished

to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

### **Status of Independent Contractor**

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

### **Indemnification**

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

## **SPECIAL TERMS AND CONDITIONS**

### **Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

### **Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the MoDOT Job Special Provisions and any other provisions outlined in the solicitation documents.

### **Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

### **Award**

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

**IF YOU WILL NOT BE SUBMITTING A BID, PLEASE COMPLETE AND RETURN THE FOLLOWING "NO BID FORM" TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.  
THANK YOU**

**NO BID**

**DATE:** \_\_\_\_\_

**TO:** Missouri Department of Transportation – District 7  
General Services (Procurement) Division  
3901 E. 32<sup>nd</sup> Street  
Joplin, MO 64804  
(417) 629-3226-Fax

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our Company is submitting "NO BID" on RFB# \_\_\_\_\_ for the reason(s) indicated below:

- Product or service is not available or cannot meet the required specifications
- Other obligations - cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_

- Please keep our name on the bidder's list for future opportunities on this product or service.
- Please remove our name from your bidder's list for this product or service.

**FAILURE TO RETURN A BID OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE BIDDING OPPORTUNITIES.**