

BID FORM      **MISSOURI DEPARTMENT OF TRANSPORTATION**  
**DISTRICT 8**  
**GENERAL SERVICES**  
**3025 E. KEARNEY – P.O. BOX 868**  
**SPRINGFIELD, MO 65803**

REQUEST NO.	D8X2-7056		
DATE	June 8, 2007		
PAGE NO.	1	NO. OF PAGES	21

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

**1:00 p.m., Local Time, June 28, 2007**

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

District 8

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

**BUYER:** Richard Gardner      **BUYER TELEPHONE:** 417-895-7811  
**BUYER EMAIL:**  
Richard.Gardner@modot.mo.gov

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><b>Installation of Interactive Flasher</b></p> <p>See attached bid document for information</p> <p>The contractor shall be required to comply with the prevailing wages as Fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following counties: Polk. The Annual Wage Order #13, increment #7 may be inspected at the <b>Springfield District 8, General Services</b> or may be reviewed by contacting the Missouri Department of Labor and Industrial Relations. The Contractor is responsible for submitting notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.</p> <p><b>Return sealed bid to the address shown at the top of this page.</b></p>					

(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.*

<b>Date:</b> _____	<b>Firm Name:</b> _____
<b>Telephone No.:</b> _____	<b>Address:</b> _____
<b>Fax No.:</b> _____	_____
<b>Federal I.D. No.</b> _____	<b>By (Signature):</b> _____
<b>Email Address:</b> _____	<b>Type/Print Name</b> _____
Form E-103 (Rev. 11-04)	<b>Title:</b> _____

## 1. INTRODUCTION AND GENERAL INFORMATION

### **Introduction:**

This Request For Bid seeks bids from qualified organizations to provide **Installation of Interactive Flasher** with an effective contract period of Date of Award through **October 15, 2007**, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) District 8, (hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to the RFB Coordinator, or hand-delivered in a sealed envelope to the General Services Procurement Office's address listed below. All questions regarding the RFB shall be submitted to the RFB Coordinator. Bids must be returned to the office of the RFB Coordinator no later than **1:00 p.m., Local Time, June 28, 2007**.

### **RFB Coordinator:**

**Richard Gardner, CPPB**

**Senior General Services Technician**

**Missouri Department of Transportation – District 8**

**3025 E. Kearney**

**Springfield, MO 65803**

**PHONE: 417-895-7811**

**FAX: 417-895-6704**

**MHTC reserves the right to reject any and all bids for any reason whatsoever.**

### BID

- (1) The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid.
- (2) The bidder agrees to provide the services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.

## **General Information:**

This document constitutes an invitation for competitive, sealed bids for the **Installation of Interactive Flasher** as set forth herein.

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

- 1) Introduction and General Information
- 2) Project Description
- 3) Specifications
- 4) Scope of Work
- 5) Bid Submission
- 6) Terms and Conditions

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Note to Respondent** - A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors **MUST** submit a bid that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement **MUST** submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.

## **Project Description:**

MoDOT – D8 will be installing an **Interactive Flasher** at a currently un-signalized, 2-way stop offset intersection. There will be a 3-way cluster suspended overhead with yellow ball indications for the Primary Street and a red ball indication for the side street. The offset side street will have a stop sign topped with a red ball indication. There will be advance signing on the primary street stating, “Watch for Entering Traffic”. Each advance sign will be topped with 2 yellow ball indications.

Red indications for the side streets will flash at all times. Yellow indications for the primary street and advanced signing will flash for a programmed amount of time upon detection of side street traffic.

## **Specifications:**

### Cabinet Construction

The cabinet shall be constructed of .125” aluminum. It shall feature a stainless steel hinge and a #2 Corbin lock. Ventilation louvers shall be located in the cabinet sides. A neoprene gasket shall seal the door to maintain water resistance. The bottom of the cabinet shall be delivered with mounting hardware appropriate for mounting to a wooden utility pole.

### Electrical/Component Details

Flash control electronics shall include the following:

- 1 duplex service outlet
- 1 power wiring block with surge protection
- 30 Amp disconnect breaker
- Mini card rack (to accommodate Model 222, 2 channel detector with two cards)
- 24V DC Card rack installed power supply
- Flasher socket (to fit Model 204 Flasher)
- Socketed, Variable delay timer programmable from .01 sec to 100 min.
- Terminal strips for landing load and detector loop wiring
- 150V MOV's on each flasher output circuit

Flash output #1 shall remain active at all times. Input from either detector channel shall activate Flasher output #2 through variable delay timer. Flash output #2 shall remain active until delay timer times out. The Model 222 detector card and Model 204 flasher module shall be provided by contractor.

### Spare Components

In addition to the above components, as spare 24V DC card rack mounted power supply and a spare variable delay timer shall be supplied with the cabinet.

**POLK RT H  
At RT Z  
INTERACTIVE FLASHER INSTALLATION**

**SCOPE OF WORK:** This project involves work for an interactive flasher to be installed at RT H and RT Z in Polk County. The Bid Package involves furnishing and installing conduit, pull boxes, poles, inductive loops, asphalt overlay, signing, flashers, power supplies, pole mounted controllers and any other materials/equipment required to complete the project. Incidental work includes traffic control and work zone management. All work shall comply with the latest versions of the Missouri Standard Specifications for Highway Construction, the Missouri Standard Plans for Highway Construction and the Traffic Control for Field Operations Manual. One lump sum bid shall be given for the Bid Package. This bid shall be considered all-inclusive and shall include any work required to return disturbed areas to the same condition as before the project.

**JOB SPECIAL PROVISIONS  
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## **JOB SPECIAL PROVISIONS**

### **A. CONDUIT**

**1.0 Description.** The contractor shall supply and install conduit as specified in the project plans. Conduit includes sweeps at power supply and controller base.

#### **2.0 Standard Specifications**

**2.1** The contractor shall supply conduit that meets requirements as specified in Sec. 1060 of the Standard Specifications.

**2.2** The contractor shall install the conduit as specified in the project plans in accordance with Sec. 902.16 of the Standard Specifications.

#### **3.0 Pull String.**

**3.1** In addition, the contractor shall supply and install pull string in all conduit to allow for future signal wiring installation.

**3.2** The pull string shall be of reasonable strength and quality to allow signal wiring to be pulled through conduit runs of at least two hundred (200) feet without breaking the pull string.

### **B. PULL BOXES**

**1.0 Description.** The contractor shall supply and install preformed and concrete pull boxes as specified on the project plans.

#### **2.0 Standard Specifications**

**2.1** The contractor shall supply pull boxes that meets requirements as specified in Sec. 1062 of the Standard Specifications.

**2.2** The contractor shall install the pull boxes as specified in the project plans in accordance with Sec. 902.14 of the Standard Specifications and Standard Plan 902.20.

#### **3.0 Construction Requirements**

**3.1** Installation of the pull boxes shall be accordance with Standard Plan 902.20 and Sec. 902.14 of the Standard Specifications. Pull boxes will be located in the field by Engineer.

**C. POLES**

**1.0 Description.** The contractor shall supply and install wood poles as specified on the project plans.

**2.0 Standard Specifications**

**2.1** The contractor shall supply wood poles that meet requirements as specified in Sec. 1050 of the Standard Specifications.

**2.2** The contractor shall install wood poles as specified in the project plans in accordance with Sec. 902.3 of the Standard Specifications and Standard Plan 902.70L.

**3.0 Construction Requirements**

**3.1 Installation of the wood poles shall be accordance with Standard Plan 902.20L and Sec. 902.3 of the Standard Specifications. Wood Poles will be located in the field by Engineer.**

**D. INDUCTIVE LOOPS**

**1.0 Description.** The contractor shall supply and install inductive loops as specified on the project plans.

**2.0 Standard Specifications**

**2.1** The contractor shall supply inductive loops that meet requirements as specified in Sec. 1092 of the Standard Specifications.

**2.2** The contractor shall install inductive loops as specified in the project plans in accordance with Sec. 902.13 of the Standard Specifications and Standard Plan 902.50K.

**3.0 Construction Requirements**

**3.1 Installation of inductive loops shall be accordance with Standard Plan 902.50K and Sec. 902.13 of the Standard Specifications. Inductive Loops will be located in the field by Engineer.**

**E. ASPHALT OVERLAY**

**1.0 Description.** The contractor shall supply and place asphalt overlay as specified on the project plans

**2.0 Standard Specifications**

**2.1** The contractor shall supply asphalt overlay that meet requirements as specified in Sections. 1004.2, 1002.3,1002.4, 1002.5 and 1015 of the Standard Specifications.

**2.2** The contractor shall place asphalt overlay as specified in the project plans in accordance with Sec. 401 of the Standard Specifications.

**3.0 Construction Requirements**

**3.1 Installation of asphalt overlay shall be accordance Sections 1004.2, 1002.3, 1002.4, 1002.5 and 1015 of the Standard Specifications. Limits of asphalt overlay will be located in the field by Engineer**

**F. SIGNING**

**1.0 Description.** The contractor shall supply and erect signage as specified on the project plans

**2.0 Standard Specifications**

**2.1** The contractor shall supply signage that meet requirements as specified in Sec. 1042 of the Standard Specifications.

**2.2** The contractor shall install signage as specified in the project plans in accordance with Sec. 903.1 of the Standard Specifications and Standard Plan 903.02AG.

**3.0 Construction Requirements**

**3.1 Installation of signage shall be accordance with Standard Plan 903.02AG and Sec. 902.1 of the Standard Specifications. Signage will be located in the field by Engineer.**

## **G. POWER SUPPLY**

**1.0 Description.** The contractor shall supply and install power supply as specified on the project plans

### **2.0 Standard Specifications**

**2.1** The contractor shall furnish power supply that meet requirements as specified in Sec. 901 of the Standard Specifications.

**2.2** The contractor shall install power supply as specified in the project plans in accordance with Sec. 1091.9 of the Standard Specifications and Standard Plan 901.80D.

### **3.0 Construction Requirements**

**3.1** Installation of power supply shall be in accordance with Standard Plan 901.80D and Sec. 1091.9 of the Standard Specifications. Power supply will be located in the field by Engineer.

## **H. POLE MOUNTED CONTROLLER**

**1.0 Description.** The contractor shall supply and install pole-mounted controller as specified on the project plans. (see appendix 1)

### **2.0 Standard Specifications**

**2.1** The contractor shall supply and install pole mounted controllers that meet requirements as specified in Sec. 1092 of the Standard Specifications.

**2.2** The contractor shall supply and install pole mounted controller as specified in the project plans in accordance with Sec. 902.11 of the Standard Specifications and Standard Plan 902.00L.

### **3.0 Construction Requirements**

**3.1 Installation of pole mounted controller shall be accordance with Standard Plan 903.02AG and section 1092 of the Standard Specifications. Controller will be located in the field by Engineer.**

## **I. FLASHING BEACONS**

**1.0 Description.** The contractor shall supply and install pole mounted, overhead, and sign mounted flashing beacons as specified on the project plans

### **2.0 Standard Specifications**

**2.1** The contractor shall supply and install both pole mounted and sign mounted flashing beacons that meet requirements as specified in Sec. 1092 of the Standard Specifications.

**2.2** The contractor shall supply and install both pole mounted and sign mounted flashing beacons as specified in the project plans in accordance with Sec. 902.5 of the Standard Specifications and Standard Plan 902.00L.

### **3.0 Construction Requirements**

**3.1 Installation of pole mounted and sign mounted flashing beacons shall be accordance with Standard Plan 903.02AG and section 1092 of the Standard Specifications. Controller will be located in the field by Engineer.**

## **J. CONDITION OF DISTURBED AREAS**

**1.0 Description.** Disturbed areas of the project shall be returned to the same or better condition as before the project. This includes, but is not limited to, trenching across driveways, areas surrounding pull boxes, and incidental damage caused by construction.

### **2.0 Material Specifications**

**2.1** Base rock for backfilling disturbed driveways shall conform to Sec. 1006 of the Standard Specifications. The base rock shall not be larger than 1” and shall not contain creek gravel. The minimum depth required is 2”.

**2.2** Contractor shall distribute seed and straw on grassy areas disturbed by the project. Seed shall conform to Sec. 805 of the Standard Specifications.

**3.0 Basis of Payment.** No direct payment will be made for materials or incidental work required to return disturbed areas to their original condition.

## **K. WORK ZONE TRAFFIC MANAGEMENT PLAN**

**1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications and the Traffic Control for Field Operations Manual, and specifically as follows.

### **2.0 Traffic Management Schedule**

**2.1** Traffic management schedules shall be submitted to the project contact for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

**2.2** The contractor shall notify the project contact 48 hours prior to any lane closures.

**2.3** The project contact shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

**2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

**2.5** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

**2.6** All lanes of traffic will be opened to traffic during non-working hours. No lane closure shall be left in place overnight.

**2.7** Except during working hours, the contractor shall not park vehicles or store equipment or materials closer than 30 feet to the edge of pavement carrying traffic, unless the equipment, vehicles, or materials are located in a properly protected area or an off-site storage area or as otherwise directed by the project contact.

### **4.0 Lane Closures.**

**4.1** At least one lane of traffic in each direction on all routes shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the project contact.

### **5.0 MoDOT-Furnished Traffic Control Signs**

**5.1** MoDOT shall furnish and install four (4) "Road Work Ahead" signs to be left in place throughout the duration of the project as specified in the project plans. The contractor shall be responsible for supplying, installing and maintaining all other work zone traffic control devices in accordance with the latest version of the Traffic Control for Field Operations Manual.

**5.2** After initial installation, the contractor shall be responsible for ensuring that the "Road Work Ahead" signs are in place and visible to motorists on the adjacent roadway before beginning work each day.

**L. PROJECT CONTACTS**

**1.0 Bidding Contact.** All questions concerning this project during the bidding process shall be forwarded to the bidding contact listed below.

Richard Gardner, CPPB  
District 8 Traffic  
3025 E. Kearney  
Springfield, MO 65803  
Telephone: 417-895-7811  
Fax: 417-895-6704  
Email: [Richard.Gardner@modot.mo.gov](mailto:Richard.Gardner@modot.mo.gov)

**2.0 Project Contacts.** All questions and submittals during the duration of the project shall be forwarded to the project contacts below:

Stephanie Stogsdill  
District 8 Traffic  
3025 E. Kearney  
Springfield, MO 65803  
Telephone: 417-895-7646  
Fax: 417-895-7664  
Email: [Stephanie.Stogsdill@modot.mo.gov](mailto:Stephanie.Stogsdill@modot.mo.gov)

Joe Dotson  
District 8 Signal Shop  
2455 N. Mayfair  
Springfield, MO 65803  
Telephone: 417-895-6722  
Fax: 417-895-1329  
Email: [Joseph.Dotson@modot.mo.gov](mailto:Joseph.Dotson@modot.mo.gov)

**M. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT**

**1.0 Description.** The contractor shall have communications equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The project contact shall also be notified when the contractor requests emergency assistance.

**2.0 Additional Contacts.** In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situations within the project limits

**Missouri State Highway Patrol Troop D, Springfield – 417-895-6868**  
**Polk County Sheriff’s Department – 417-777-9020**

**2.1** This list is not all-inclusive. Notification of the need for wrecker or tow truck service will remain the responsibility of the appropriate police agency.

N. **CONTRACT TIME FOR COMPLETION OF WORK**

**1.0 Description.** Completion of this contract shall be in accordance with Sec 108.7 of the Standard Specifications and will be administered on a calendar date completion basis.

**1.1** Regardless of when work is begun, all such work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1

Completion Date:        October 15, 2007

**1.2** Should the contractor, or in case of default, the surety fail to complete the work by the completion date specified, a deduction of the amount shown below will be made for each day the contract remains uncompleted in accordance with the requirements of Sec. 108.8

Liquidated Damages Per Day: \$200

## **BID SUBMISSION**

### **Bid Submission Information:**

All bids must be received in a sealed envelope clearly marked “**Installation of Interactive Flasher**”.

All bids must be received at the above address no later than **the date specified on the first page of the bid document, to the office of the RFB Coordinator specified herein.**

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

**Cost Determination and Contract Award** - The lowest and best bid shall be determined by the total project price.

### ***Open Competition / Request For Bid Document:***

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least one (1) working day prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than one (1) working day prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

***NOTE:*** 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 MoDOT.

**PRICING PAGE**

**PRICING** - The bidder shall provide firm, fixed prices in the tables below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

<b>DESCRIPTION</b>	<b>Total Project Price</b>
Installation of Interactive Flasher In accordance with Job Special Provisions	\$ _____

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**(Signature/Title)**

**(Date)**

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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**General Performance**

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

**Deliveries**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**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

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

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.

**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. 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.

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**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 attached MoDOT Specification and any other provisions outlined in the solicitation documents.

**Proposal/Bid Guaranty/Contract Bond**

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

**Information and Reports**

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

**Prevailing Wage**

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Polk. The Annual Wage Order #13, Increment # 7 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

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**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.

**Failure to Execute Contract**

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

**Cancellation of Contract**

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

**Liquidated Damages**

- a. In the event the successful Contractor fails to complete the project within the completion date specified, the Department and the public will sustain damages because of such delay, The exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of two-hundred dollars (\$200.00) per day, per item**, for each assessable calendar day on which the project has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.