



**MISSOURI DEPARTMENT OF TRANSPORTATION
SOUTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION**

REQUEST FOR QUOTATION

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: 8/10/11	RESPONSES DUE NO LATER THAN: WEDNESDAY, AUGUST 24, 2011 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE DELIVERED OR COMPLETED BY: 30 DAYS ARO	REQUEST # SE12-Q387-RJ THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: TAMMY BAKER PHONE NUMBER: 573-572-5369 FAX NUMBER: 573-472-5890
Address: Missouri Department of Transportation – SE Procurement Division 2675 N. Main, P.O. Box 160 Sikeston, MO. 63801		Delivery Location(s): Southeast – Sikeston District Signal Shop 111 Edwards Street Sikeston, MO 63801

VENDOR NAME:	<small>(Please enter your company name in this block)</small>
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ALL RESPONSES SHOULD BE EXTENDED & TOTALED. DELIVERY TIME SHOULD BE LISTED

Quantity	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION
3	EA	Uninterruptible Power Supply Control Unit		
3	EA	Battery Systems		
3	EA	Manual Bypass Switch		
3	EA	Side Mount Enclosure		
TOTAL ORDER EXTENSION:			\$	
Delivery Time (A.R.O. = After Receipt of Order):				A.R.O.

SPECIAL TERMS AND CONDITIONS

Required Specifications

All materials, equipment, and/or services quoted upon must comply with the attached MoDOT Specification **Appendix A** and any other provisions outlined in the solicitation documents. All materials shall conform to all applicable sections of the Missouri Standard Specifications for Highway Construction, 2004 edition.

Award

Award of this solicitation will be made on an “**All Or Nothing**” basis using the “lowest and best” principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for tabulation/award results.

F.O.B.

Price all materials as F.O.B. Destination. Delivery cost must be included in the unit price(s) & not listed separately.

Increase or Decrease Quantities

The quantities listed are MoDOT’s best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities based upon budget constraints or changes in project requirements. The final quantity ordered by MoDOT shall be furnished at the same unit price.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker’s compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen’s Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Upon notification of award, the Contractor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any purchase order or notice to proceed by MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation will result in his/her bid/quote being rejected. MoDOT shall be listed as a “Certificate Holder” on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – SE District
Procurement
2675 N. Main
Sikeston, MO 63801

Temporary Suspension of Work

The District Engineer or a designated representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the solicitation. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply, the Contractor will be allowed an equal number of calendar days after the completion date to finish the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted promptly by the Contractor in writing and no later than within 30 Days after the claimed cause for the delay has ceased to exist.

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

MoDOT purchase orders must be issued to the invoicing company (“Remit To”) address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses may be faxed, mailed, or hand-delivered.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

Note: The following pages detail further terms and conditions which apply to this Request For Quote (RFQ). However, it is not necessary to return these pages with your bid submission. If any "Standard Solicitation Provisions" and "General Terms and Conditions" below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (MHTC) 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 Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

Right of Acceptance/Rejection

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 solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her 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 according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

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

Inspection and Acceptance

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. 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. 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. 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.

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

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

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

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **“VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM”** must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

Project Special Provisions

A. Purpose:

The intent of this RFQ is to procure Uninterruptible Power Supply Systems designed for installation at traffic signals in the Southeast District.

B. Bidding Instructions

The supplier shall submit quotes for an Uninterruptible Power Supply Systems for this quote. As there are multiple vendors who provide similar products, components for two of the systems have been listed below. For this quote the supplier shall select a system from one of the two approved systems, or an approved alternative, and submit prices for that system.

The supplier is responsible for ensuring that the components supplied for these systems is compatible with all other equipment provided.

The supplier shall indicate which system and item numbers they are quoting on the bid form.

C. Approved Equal Product

If the supplier elects to provide an Approved Equivalent product for any of the units specified above, then he or she shall provide the specifications showing that it meets or exceeds the capabilities of the other systems with quotation.

If the specifications are not included for an equivalent product, then the substitution of the equivalent product will not be approved.

The submitted specifications will be reviewed to determine whether or not the Equivalent Unit will be allowed to be a substitute for the specified products.

D. Uninterruptible Power Supply Control Unit

The Uninterruptible Power Supply Control Unit (UPS) shall continually monitor the A/C power supply and be capable of switching to backup power in the event of a power failure or interruption, without interfering with the normal operation of the traffic controller, conflict monitor or any other peripheral devices within the traffic controller assembly.

The supplier shall provide one of the following approved systems or an approved equivalent:

- Alpha Novus FXM 1100 – Alpha Technologies
- DBL 1000 MX Double Conversion Digital UPS System – TechPower Developments Inc

If the supplier elects to provide an Approved Equivalent Unit then he/she shall provide specifications with quotation showing that it meets or exceeds the capabilities of the other systems. These specifications will be reviewed to determine whether or not the Equivalent Unit will be accepted.

E. Battery Systems

The supplier shall provide one string of batteries with appropriate interconnect cables to operate the selected UPS System.

The supplier shall also include all necessary interconnection connectors and cables for the proper operation of the UPS System. The interconnection cables shall have a minimum conductor size rating of #10.

The batteries shall have a maximum dimension of 9 in x 15 in x 7 in to fit in cabinet.

The batteries shall have a 5 year full replacement warranty.

The supplier shall provide one of the following approved systems or an approved equivalent:

- AlphaCell 195 GXL – Alpha Technologies
- MK AGM 8A31 – MK Battery

F. Manual Bypass Switch

The supplier shall provide a Manual Bypass Switch that allows the power to be changed between utility line to battery backup

The Manual Bypass Switch shall come with required hardware to mount it on the wall of the signal cabinet.

The supplier shall provide one of the following approved systems or an approved equivalent:

- Failsafe Bypass Switch 020-166-21 – Alpha Technologies
- Fail Safe Bypass Switch – TechPower Development Inc.

G. Side Mount Enclosure

The supplier shall provide a side mount enclosure to house the batteries.

The enclosure shall have the dimensions of 19.5 in Wide x 48 in High x 8.75 in Deep

The enclosure shall have a louvered door fitted with a standard MoDOT Signal Lock.

The supplier shall provide one of the following approved systems or an approved equivalent:

- Alpha BSM-4 – Alpha Technologies