



**INVITATION TO BID ON OUTRIGHT PURCHASE OF TRAILER MOUNT  
CHANGEABLE MESSAGE SIGNS**

**TO EQUIPMENT DEALERS:**

The Missouri Department of Transportation (department) desires to purchase outright the new equipment described on the attached bid sheet (s). Space is provided on the attached bid sheet for bidders to submit their bid, mailing one copy in the enclosed self-addressed envelope to reach the General Services Equipment Complex at 830 MoDOT Drive, Jefferson City, Mo. on or before 10:00 a.m., Local Time, September 25, 2006, at which time bids will be publicly opened and read. Bids are to be returned in an envelope plainly marked **Bid Req. No. Q5-07-015.**

The date specified for the receiving of bids is a firm deadline and all bids 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.

The bidder may withdraw, modify or correct their bid after it has been deposited with the department, provided such request is submitted in writing and received before the time specified for opening bids. Such a request received within the time specified will be accepted, attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified, corrected, or withdrawn after the time specified for the opening of bids.

Bids on a single transaction will be considered on the low net cost bid, F.O.B. destination. On item bids the bidder must submit a net bid F.O.B. destination (s) shown on each item in which there is interest. If primary and alternate bids are included in the proposal the Commission reserves the right to decide which, if any, bid to accept. Combination bids, all or none bids, or cash discount stipulations will not be considered in making awards. In the event of a tie of low bids, the Commission reserves the right to establish the method to be used in determining the award.

Bids must be typed or written in ink and must show the bidders complete company name and address, and signature of the authorized representative of the company in the spaces provided on the bid sheet.

By virtue of statutory authority, preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made, or grown, within the State of Missouri, if as low in cost and as desirable as any for outside the State.

The bidder's attention is directed to Section 34.076 RS Mo which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products, and also to the Missouri Domestic Procurement Act, Sections 34.350 to 34.359, RS Mo, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontracts to be manufactured or produced in the United States.



NOTE: New units delivered to the Missouri Department of Transportation must be covered by the manufacturer's standard warranty with the exception that during the first two years (24 months) of the warranty period, beginning when the unit is accepted by the Department, any necessary repairs (parts, labor, and travel), will be made at locations other than dealer facilities at no expense to the Department.

The Net Delivered Price F.O.B. to stated destination shown on Bid Sheet shall be construed to mean that upon arrival and before acceptance, Personnel of the Missouri Department of Transportation will inspect the unit(s) to see that specifications have been met and whether any damage occurred in transit, then will either assist or unload and place the said unit(s) on the Department's premises and will assist or load any traded unit(s). Our Personnel shall not handle any unit(s) other than those consigned to the Missouri Department of Transportation, therefore, the carrier's load should be set up in manner so that a minimum of time and effort will be spent, but neither the Department nor its Personnel shall be held responsible for damage to any unit(s) while loading or unloading.

Delivery is to be made only between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, except holidays. The Department's District General Services Manager shown on the purchase order for the prescribed destination, or a designated representative, will be authorized to inspect and accept the new vehicles upon arrival.

Upon delivery and acceptance, invoices for payment will be submitted in triplicate. To expedite payment, invoices and other documents should be issued for each unit as it is delivered.

The Missouri Department of Transportation is exempt from Missouri State Sales Tax and Federal Excise Tax. DO NOT include in bid, as Exemption Certificate will be furnished.

The Missouri Highways and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

Sincerely yours,

Corey Duemmel  
General Services  
1511 Missouri Blvd.  
Jefferson City, MO 65102

**BID SHEETS**



The Missouri Department of Transportation desires to establish prices for the purchase of trailer mount changeable message signs, complete with all standard equipment, and meeting the attached Missouri Department of Transportation Specification, delivered to District 5 Signal Shop, 740 Modot Dr., Jefferson City, Missouri 65102.

Questions concerning specifications should be directed to Kevin Eggemeyer (573-526-3207) and followed up with written documentation to Corey Duemmel.

**NOTE:** Trailer mount changeable message signs are to be received complete at the specified destination, found acceptable, tested and placed in service with detailed instructions and training of Department personnel by a factory representative.

Bid price to include the cost of two (2) Operator's Manual for each new unit, two (2) Parts Books, and two (2) Technical Service Manuals for each unit.

Bid prices shall be good until August 31, 2007.

**The Bid shall be for CMS-T333 manufactured by American Signal Company, or equivalent full matrix CMS and shall meet the following specifications.**

ITEM #1: Trailer mount Changeable Message Sign meeting the enclosed Missouri Department of Transportation Specifications D50906. Acceptable makes and models are American Signal CMS T331 or equivalent. Please provide literature with bid.

Please indicate make and model: \_\_\_\_\_

Each \$ \_\_\_\_\_ (FOB Destination)

OPTIONS

- 1) Deletion of modem remote programming \$ \_\_\_\_\_
- 2) Deletion of cellular phone remote programming \$ \_\_\_\_\_
- 3) 60 day autonomy \$ \_\_\_\_\_

Award will be made on an 'All or Nothing Basis' meeting the specifications only. Option prices will not be considered in the award determination. **Delivery must be no longer than 45 day. A \$100.00/day late fee will be assessed for every day late.**

**NOTE:** For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING PRODUCTS" must be either attached to the bid or on file in this



office and must be dated in the current model year.

**NOTE:** The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT" certificates of compliance must be completed and submitted with your bid for it to be considered responsive.

The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.

**BIDS TO BE MAILED TO:**

Missouri Department of Transportation  
D5-General Services Division  
1511 Missouri Blvd  
Jefferson City, MO 65102

Clearly marked:  
**Bid Request Q5-07-015**

FIRM \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

NAME \_\_\_\_\_

\_\_\_\_\_  
(Signature)



**TRAILER MOUNT CHANGEABLE MESSAGE SIGN**  
**SPECIFICATION D50906**

**1.0 Description.** All solar powered changeable message signs, hereinafter referred to as a CMS, shall be designed and manufactured in accordance with this specification.

**2.0 Material.** Each CMS shall be new for this specific project. Refurbished CMS or CMS used on other projects will not be accepted for this bid.

a) Each CMS shall consist of an all LED (light emitting diode) Full matrix message board, solar/battery power supply and a computer operated interface, all mounted on a heavy duty, towable trailer.

(a) 2" ball hitch with adjustable height

**2.2** Each CMS shall have the following minimum characteristics:

(a) The overall sign dimensions shall not be less than 72 inches (1800 mm) high x 126 inches (3150 mm) wide. Each CMS will consist of three lines containing eight individually changeable characters per line. Each character is 18 inches (450 mm) high. The CMS shall be legible up to a distance of 650 feet (200 m) for both day and night operations.

(b) Each CMS unit shall have a standard trailer lighting system and be able to withstand a 65 mph (105 km/h) maximum sustained highway speed.

(c) All exterior surfaces except the sign face shall be cleaned, primed and finished with two coats of Highway Safety Orange and the sign face itself shall be cleaned and finished with one coat of corrosion inhibiting primer and two coats of flat black enamel baked to surface.

(d) When fully raised in the display position, the top of the CMS shall be at least a height of 13 feet (3900 mm)  $\pm$ 6 inches (150 mm) and shall be able to rotate a complete 360 degrees atop the lift mechanism. It also must be able to be locked into various viewing angles as determined best for the motorists by the CMS operator.

(e) All LED displays and control circuitry shall be operational from -20 F (6 C) to 120 F (50 C). The LED's shall have a rated life of 100,000 hours. The LED's shall be ITE amber in color on a flat black background.

(f) The CMS shall have a modem and cellular phone capable of receiving a message over standard phone lines from a remote location and forwarding the message to the CMS controller to change the displayed message. Modems shall have a minimum baud rate of 14,400 bps. In addition to the modem, the CMS shall have the necessary hardware on board that will allow the message to be changed from the CMS location without connection via phone line. A connecting cable a minimum of 5 feet (1.5 meters) long shall be provided to connect the sign controller to a notebook computer.

(g) The CMS shall have radar data logging and graphing capability.



- (h) The power supply shall use a battery bank sufficient in capacity to operate a full display of characters of 20 continuous days with no sun. Solar panels shall charge the batteries at a rate that will operate the CMS one day for each 2 1/2 hours of sunlight. The CMS shall have the capability to charge the battery bank from a 120 VAC power source. The CMS shall have power control circuitry to manage solar charging. The CMS shall also be equipped to accept power from a 240/120 VAC utility power source. All terminals and connections shall be clearly labeled.
  - i) Adjustable Solar Assembly
- (i) The software must be 'Easy Host Version 2.2.9' or compatible and licenses necessary to change the message from a remote location. This software shall be compatible with Windows 95, 98, 2000 or NT operating systems and be able to issue Hayes or Hayes compatible modem commands. The supplier shall provide technical assistance with the installation and operation of software.
  - i) Full size keyboard Terminal
  - ii) GUI Software
- (j) A factory trained service representative shall be available at the delivery location to provide technical assistance with no additional payment made for travel expenses. This representative shall reside within the state of Missouri or in the St. Louis or Kansas City metro areas.

**2.3 Changeable message signs that meet this criteria include:**

CMS-T333 manufactured by American Signal Company  
3469 Clearview Parkway  
Atlanta, Georgia 30340  
Phone (770) 458-7278.

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.

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- 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 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.
- a. 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. 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.

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- 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.

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**Indemnification**

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.