

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES
830 MoDOT DRIVE - P.O. BOX 270
JEFFERSON CITY, MO 65109

Table with 2 columns: Field Name, Value. Includes REQUEST NO. (2-131227LT), DATE (December 16, 2013), PAGE NO. (1), NO. OF PAGES (26).

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

2:00 p.m., Local Time, December 27, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered Various MoDOT Locations

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

BUYER: Lori Tackett

BUYER TELEPHONE: 573- 522-9481

BUYER EMAIL: Lori.Tackett@modot.mo.gov

SUPPLIES OR SERVICES

SIGN HARDWARE & SIGN SUPPORTS

To establish a contract to furnish "Sign Hardware & Sign Supports" with an effective date of the Notice to Proceed through December 31, 2014 in accordance with the following pages.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Is your firm MBE certified? [] Yes [] No

Title: Is your firm WBE certified? [] Yes [] No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide sign hardware and sign supports located throughout the State of Missouri with an effective contract period of Notice to Proceed through December 31, 2014, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Lori Tackett, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, MO 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Department of Transportation Building located at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Lori Tackett. Bids must be returned to the office of Ms. Lori Tackett no later than 2:00 p.m., CST, December 27, 2013.

RFB Coordinator:

Lori Tackett, General Services Technician
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65109

PHONE: 573-522-9481
FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of sign hardware and sign supports as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page
 - 5) Attachment A
 - 6) Exhibit I
 - 7) Exhibit II
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide sign hardware and sign supports on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the “MoDOT”, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 The contractor shall furnish sign hardware and sign supports that complies with the specifications specified herein, and the Missouri Standard Plans and Specifications for Highway Construction, Edition of 2004, and any Revisions thereto.
- 2.1.7 The contractor shall agree and understand that only items on the latest revision of the MoDOT Approved Products List (see elsewhere herein) for Traffic Signals and Highway Lighting Equipment will be accepted.

2.2 Delivery Requirements:

- 2.2.1 The contractor shall deliver sign hardware and sign supports as specified herein to various locations within the district locations specified on ATTACHMENT A elsewhere herein. The contractor shall deliver such sign hardware and sign supports F.O.B. destination.
- 2.2.2 If requested by MoDOT, the contractor shall deliver the specified sign hardware and sign supports for a specified quantity at an accelerated lead time.
- 2.2.3 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

2.3 Liquidated Damage Requirements:

- 2.3.1 The contractor shall agree and understand that providing sign hardware and sign supports in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - a. In the event the contractor fails to provide sign hardware and sign supports in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day, per complete order for each such delinquent day.
 - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
 - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.
- e. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 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.
- 2.4.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.5 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 upon request.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.4.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.4.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Contractual Requirements:

- 2.5.1 Contract Period - The contract shall commence from the date of Notice to Proceed until December 31, 2014 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
 - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.

- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.5.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.5.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “**Sign hardware and Sign Supports**”.

3.1.2 All bids must be received at the following address no later than December 27, 2013 at 2:00 p.m., CST.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Lori Tackett
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days 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 three (3) working days 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 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. 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.

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

3.1.6 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “Item-by-Item” basis using the “lowest and best” principle of award.

- b. MHTC reserves the right to reject any or all bids, and no award is final until formally approved by the MHTC.
- c. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGES

4.1 **Sign hardware and sign supports** - 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.

CATEGORY 1 – SIGN HARDWARE (13 items)		
ITEM #:	DISTRICT AND DESTINATION:	ORIGINAL CONTRACT PERIOD FIRM, FIXED PRICE:
1	Aluminum Post Clamp for 2.5” Pipe (2-7/8” OD). Product Code – XAPC278RD <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 801304801</i>	\$ _____ per each
2	Aluminum Post Clamp for 3” Pipe (3.5” OD). Product Code – XAPC350RD <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048020</i>	\$ _____ per each
3	Aluminum Post Clamp for 4” Pipe (4.5” OD). Product Code – XAPC450RD <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048025</i>	\$ _____ per each
4	Aluminum Bar for Post Clamps (Sign Backer Bar set for XAPC series clamp). Product Code – XAB750 <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048030</i>	\$ _____ per each
5	Aluminum Sign Backer Bar (Aluminum Sign Brace – 0.375 Diameter Perforations on 1” Centers. Product Code – ASB200P1 <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048035</i>	\$ _____ per feet
6	Extruded Panel Clamp for 2” PSST. Product Code – EPPCS200SQ <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048040</i>	\$ _____ per each
7	Extruded Panel Clamp for 2.5” PSST. Product Code – EPPCS250SQ <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048045</i>	\$ _____ per each
8	Extruded Panel Clamp for 2.5” Pipe. Product Code – EPPCS250RD <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048050</i>	\$ _____ per each
9	Extruded Panel Clamp for 3” Pipe. Product Code – EPPCS300RD <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048055</i>	\$ _____ per each
10	Extruded Panel Clamp for 4” Pipe. Product Code – EPPCS400RD <i>Manufacturer: Xcessories Squared</i> <i>C/S code: 8013048060</i>	\$ _____ per each

CATEGORY 2 – SIGN SUPPORTS (4 items)
Refer to Exhibit I “Specifications For Sign Support Clamps”

ITEM #:	DESCRIPTION:	MFG. NO. OR BRAND:	UNIT OF ISSUE:	UNIT PRICE:	EXTENDED TOTAL:
14	3054205380 Sign Supports, 3: (Clamp type) sign supports for 2 ½” O.D. pipe post, packaged 50 sets per box.		Per Sign Support		\$
15	3054205385 Sign Supports, 3 ½” (Clamp type) sign supports for 3” O.D. pipe post, packaged 50 sets per box.		Per Sign Support		\$
16	3054205390 Sign Supports, 4” (Clamp type) sign supports for 3 ½” O.D. pipe post, packaged 50 sets per box.		Per Sign Support		\$
17	3054205395 Sign Supports, 4 ½” (Clamp type) sign supports for 4” O.D. pipe post, packaged 50 sets per box.		Per Sign Support		\$
(Must bid on all items in the category)					EXTENDED TOTAL: \$ _____

NOTE ON HARDWARE: ALL CLAMPS MUST BE COMPLETE *WITH ALL HARDWARE.*

NOTE ON PACKAGING: ALL CLAMPS MUST BE BOXED *50 COMPLETE SETS PER BOX* WITH *SIZE INDICATED* ON EACH BOX.

NOTE ON BRAND AND PART NUMBER: VENDOR MUST STATE BRAND AND PART NUMBER THAT IS BEING SUBMITTED

Name of the Bidder’s Firm

Signature of Authorized Representative

Date Signed

CATEGORY 4 – CLIP & BOLT ASSEMBLIES (3 items)

ITEM #:	DESCRIPTION:	MFG. NO. OR BRAND:	UNIT OF ISSUE:	UNIT PRICE:	EXTENDED TOTAL:
22	3205710320 Aluminum post clip assemblies, completely assembled, packed 250 assemblies per box. Please refer to attached specifications “ Sign Mounting Clips and Attaching Hardware MGS 08-01D ”.		BOX of 250		\$
23	3202206151 3/8” x 1-3/4” square head aluminum bolt assemblies, with aluminum flat washer and aluminum hex locknut, completely assembled, packed 500 assemblies per box. Please refer to Exhibit No. II “Post Clip Bolts” .		BOX of 500		\$
24	3202206171 3/8” x 3-1/4” square head aluminum bolt assemblies, with aluminum flat washer and aluminum hex locknut, completely assembled, packed 500 assemblies per box. Please refer to Exhibit No. II “Post Clip Bolts” .		BOX of 500		\$
(Must bid on all items in the category)				EXTENDED TOTAL:	\$ _____

NOTE ON PACKAGING: PLEASE SEE THE NUMBER OF PIECES TO BE IN EACH BOX FOR THE ABOVE POST CLIP ASSEMBLIES AND BOLT ASSEMBLIES. **SIZE MUST BE INDICATED ON EACH BOX.**

NOTE ON BRAND AND PART NUMBER: VENDOR SHOULD STATE BRAND AND PART NUMBER THAT IS BEING SUBMITTED

Name of the Bidder’s Firm

Signature of Authorized Representative

Date Signed

MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST

HIGHWAY SIGNING EQUIPMENT

V. GENERAL

This Approved Products List (APL) for highway signing equipment contains current pre-approved products for highway signing. This list is applicable to department purchases and construction contracts. The list includes products that have been approved for use based on satisfactory performance during a specified test period. Products listed have undergone sufficient field testing to be considered acceptable for use at any time. All field tests of new products or pending products should be arranged with Central Office Traffic.

The department frequently tests new products and equipment for highway signing. These new products may be installed on a construction project or used for normal department installations and maintenance. Vendors may also submit items, at no cost to the department, for the test period. Only a limited number of units will be accepted for test statewide until the product is added to the Approved Products List. A vendor wishing to initiate a test on a new product shall submit a Product Evaluation Request Form. Copies of this form can be obtained from our website at www.modot.state.mo.us or contact MoDOT Central Office Traffic. Minor model changes of previously approved products do not require a new evaluation period, although the vendor shall submit specification sheets and a sample of the product for the Department to inspect. Any modifications determined to potentially alter the performance of the product may require the product to undergo additional field testing and evaluation.

All product evaluations are coordinated through MoDOT Central Office Traffic. The vendor supplying the equipment shall provide equipment specifications and a certification that the equipment meets department specifications before the test is performed. The equipment is tested for the period specified by Central Office Traffic (typically one year). Products that are not performing satisfactorily will be left off of the list. Products that were previously approved that begin to perform unsatisfactorily will be removed or replaced with an approved product if the vendor cannot provide timely correction of the problem.

If a vendor is proposing a product that does not meet department specifications, an explanation of why the product meets or exceeds the current specifications must be provided by the vendor in writing to Central Office Traffic. If approved, the product may be tested for the specified period as described above. If the product is satisfactory, the Department will consider a revision to the applicable specifications. Products will not be added to the Approved Products List that does not meet department specifications.

Products on the APL shall continue to perform satisfactorily. In addition, the vendors shall support the products. Products not performing as required or not supported are subject to removal from the APL.

Grounds for removal of products include but are not limited to:

- Significant change in product specifications or design without notification to the department.
- Failure to correct or replace products that are defective in manufacturing or workmanship.
- Repeated patterns of malfunctions of a product not adequately corrected by the vendor.
- Unreasonable pricing of repair parts or repair work. Repair work not completed in a reasonable time frame.
- Excessive delivery times for new purchases or replacement parts.

Changes in standard specifications may also necessitate removal of specific products from the APL. If this occurs, there will be a grace period where the product will be retained on the list after the specifications are changed. However the product will eventually be removed from the list if it is not revised to meet specifications.

MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST

VI. HIGHWAY SIGNING EQUIPMENT

BREAKAWAY DEVICES

MANUFACTURER DESCRIPTION, MODEL

Ultimate Highway Products.....Triangular Slip Base for 2.5" PSST, Slip-Mate
Xcessories SquaredKleen Break 425 for 2" PSST, XKB42520-G
Xcessories SquaredRedi-Torque 280 for 2.5" PSST, SB8C-250A-G
Xcessories SquaredRedi-Torque Bolt Kit, RTSB-MPHDW
Northwest Pipe Company.....S-Q 8" Square Slipbase for 2.5" PSST, 31209
Designovations, IncSnap n Safe S250 and S250 S
Dent Breakaway Industries, Inc3/4" Dent Bolt, #6882
Dent Breakaway Industries, Inc5/8" Dent Bolt, #6878
Dent Breakaway Industries, Inc1/2" Dent Bolt, #6874
Dent Breakaway Industries, Inc5/8" Ground Anchors (Galvanized)
Dent Breakaway Industries, Inc5/8" Modified Dent Bolt, #6220
Dent Breakaway Industries, Inc3/4" Modified Dent Bolt, #6882

FOUNDATIONS/ANCHORS

MANUFACTURER DESCRIPTION, MODEL

NoneNone

SIGN HARDWARE AND SIGN SUPPORTS

MANUFACTURER DESCRIPTION, MODEL

Xcessories SquaredAluminum Post Clamp for 2.5" Pipe, XAPC278RD
Xcessories SquaredAluminum Post Clamp for 3" Pipe, XAPC350RD
Xcessories SquaredAluminum Post Clamp for 4" Pipe, XAPC450RD
Xcessories SquaredAluminum Bar for Post Clamps, XAB750
Xcessories SquaredAluminum Sign Backer Bar, ASB200P1
Xcessories SquaredExtruded Panel Clamp for 2" PSST, EPPCS200SQ
Xcessories SquaredExtruded Panel Clamp for 2.5" PSST, EPPCS250SQ
Xcessories SquaredExtruded Panel Clamp for 2.5" Pipe, EPPCS250RD
Xcessories SquaredExtruded Panel Clamp for 3" Pipe, EPPCS300RD
Xcessories SquaredExtruded Panel Clamp for 4" Pipe, EPPCS400RD
Xcessories SquaredExtruded Panel Clamp for 4x4 Wood, EPPCS44W
Xcessories SquaredExtruded Panel Clamp for 4x6 Wood, EPPCS46W
Xcessories SquaredExtruded Panel Clamp for 6x6 Wood, EPPCS66W

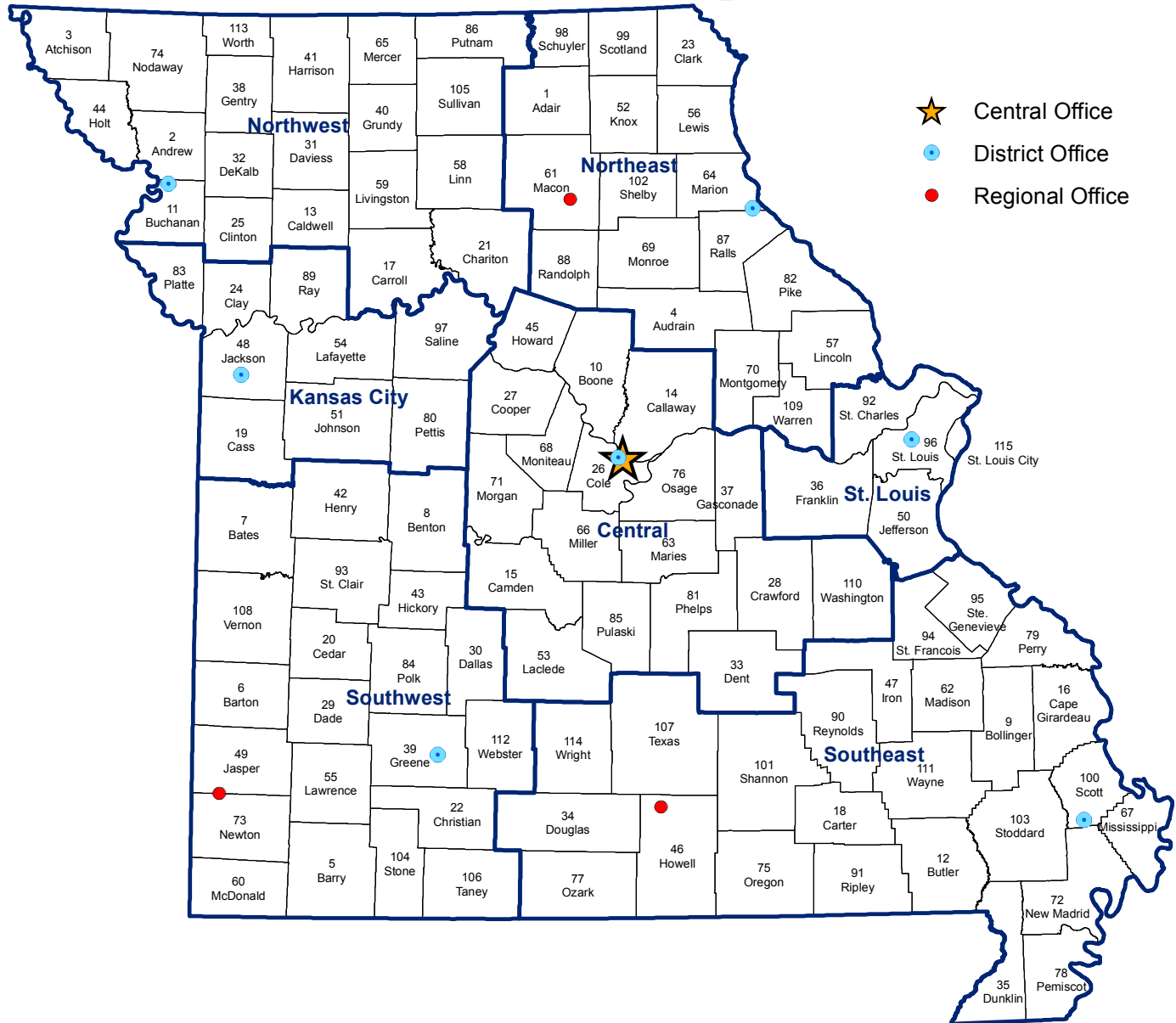
SIGNS

MANUFACTURER DESCRIPTION, MODEL

TapcoBlinkersigns

Revised November 6, 2013

Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			



6/27/2011

EXHIBIT I - SPECIFICATIONS FOR SIGN SUPPORT CLAMPS

ROUND PIPE POST FOR GROUND MOUNTED SIGNS

NOMINAL SIZE (IN.)	BOLT DATA	BASE CONNECTION DATA (IN.)							
		A	B	C	R	T	W		
2 1/2 x 3	3/4	3 1/2	140	6 1/2	9	1/4	3/2	1	1/4
4	3/4	3 3/4	345	7 1/8	10	1/4	3/2	1	1/4

ROUND PIPE POST AND FOOTING DATA TABLE					
NOM. SIZE (IN.)	WEIGHT LBS./FT	STUB LENGTH	FOOTING DIA.	DEPTH	C. Y.
2 1/2	5.79	0.48	4' - 3 1/2"	12"	4'-6"
3	7.58	0.63	4' - 3 1/2"	12"	4'-6"
4	10.79	0.90	5' - 3 1/2"	18"	5'-6"

PLAN VIEW

120° TYPICAL

DIRECTION OF TRAFFIC

BOLT RETAINER

FINISHED GRADE

STUB POST LENGTH (SEE TABLE)

TOP OF FOOTING, WITH FINISHED FLAT GRADE. SEE "FOOTING DETAIL" FOR FOOTINGS ON SLOPES.

ELEVATION

(STEEL PIPE POST BASE CONNECTION)

MULTI-DIRECTION SLIP BASE

1/4" THICK FLAT WASHER OR TWO 1/4" THICK FLAT WASHER (ROUND)

€ HIGH STRENGTH BOLT (SEE "BOLT DATA" IN TABLE)

1/4" THICK FLAT WASHER OR TWO 1/4" THICK FLAT WASHER (ROUND)

STUB PROJECT 4" MAXIMUM

FINISHED GRADE

STUB POST LENGTH (SEE TABLE)

TOP OF FOOTING, WITH FINISHED FLAT GRADE. SEE "FOOTING DETAIL" FOR FOOTINGS ON SLOPES.

ELEVATION

(STEEL PIPE POST BASE CONNECTION)

MULTI-DIRECTION SLIP BASE

* PIPE 3" DIA. AND UNDER:
2" MAXIMUM IN ROCK,
PIPE OVER 3" DIA.;
3" MAXIMUM IN ROCK

FLARED LEG SIGN BRACKET

CLASS B OR B1 CONCRETE

SECTION C-C

DIAMETER (SEE TABLE)

CLASS B OR B1 CONCRETE

WELD STEEL BAR ON BOTTOM OF PIPE

DRILLED FOOTING

STUB POST LENGTH (SEE TABLE)

FINISHED GRADE

FINISH FLAT

FINISH FLUSH

FOOTING DEPTH (SEE TABLE)

FOUNDATION DETAIL

SLIP BASE ASSEMBLIES

FINISHED GRADE

FINISH FLAT

FINISH FLUSH

FOOTING DEPTH (SEE TABLE)

FOOTING DETAIL

CLAMP TYPE SIGN SUPPORTS FOR PIPE POST

STAINLESS STEEL HARDWARE

ROLLED CRIMP TO ENGAGE PIPE O.D.

PIPE O.D. - .025"

PIPE O.D. + .025"

MIN. MAX.

1 1/4"

FRICITION CAP

5/8" X 2" HEX HEAD BOLT (FULL THREAD)

WASHERS

LOCKNUT

ASTM B 308, 6061-T6 OR 6063-T6 ALUMINUM ALLOY EXTRUSIONS

GENERAL NOTE:
REFER TO THE GENERAL NOTES ON SHEET 1.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
108 WEST CAPITOL JEFFERSON CITY, MO 65102
1-888-ASM-MODU (1-888-275-6581)

SIGN MOUNTING DETAILS
POST FOR SIGNS
30 SQUARE FEET
OR SMALLER

DATE EFFECTIVE: 02/01/2012
DATE PREPARED: 12/19/2011

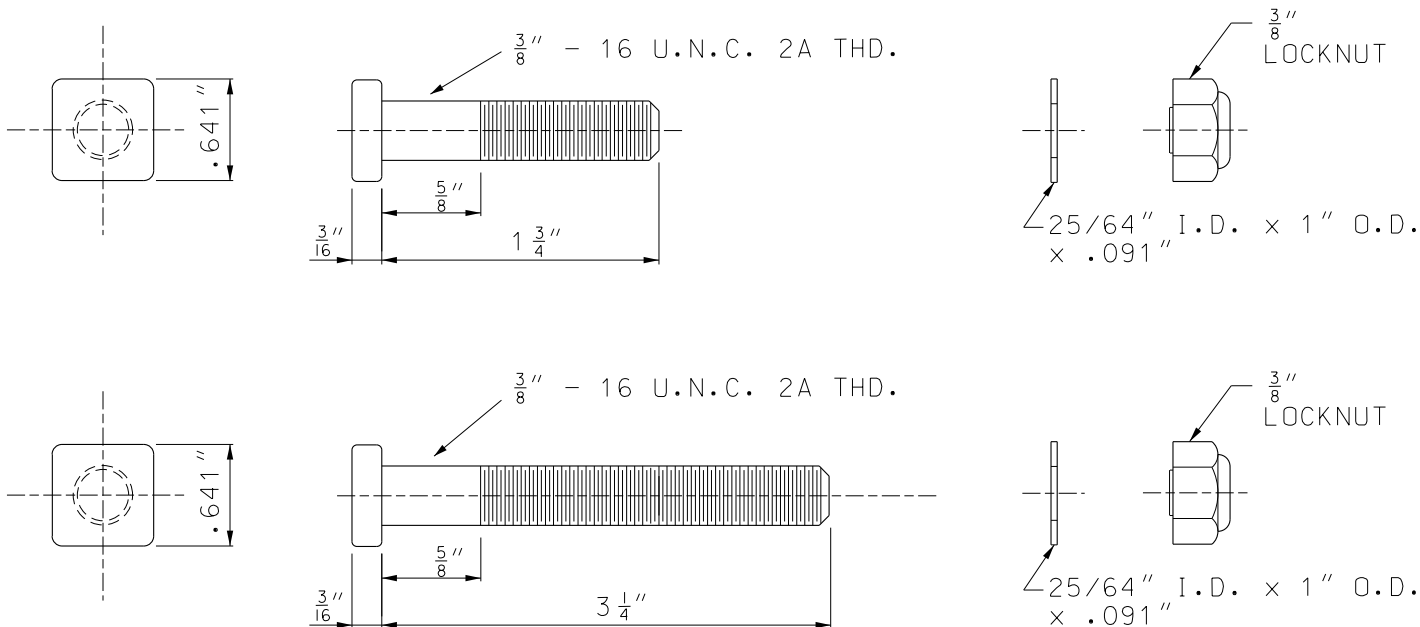
903.03BH

SHEET NO. 4 OF 11

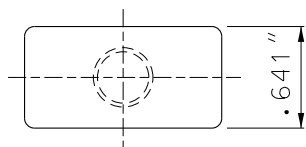
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

EXHIBIT II

POST CLIP BOLTS WITH FLAT WASHER AND LOCKNUT



NOTE:
SQUARE BOLT HEAD SHOWN MAY BE REPLACED WITH
RECTANGULAR BOLT HEAD WITH THE NARROW DIMENSION
EQUAL TO $.641$ ".



- BOLT - $1 \frac{3}{4} \times \frac{3}{8}$ ALUMINUM
- BOLT - $3 \frac{1}{4} \times \frac{3}{8}$ ALUMINUM
- HEX LOCKNUT - $\frac{3}{8}$ ALUMINUM
- WASHER - ALUMINUM



SIGN MOUNTING CLIPS AND ATTACHING HARDWARE MGS 08-01D

1.0 Description. This specification describes the requirements for extruded aluminum panel sign mounting hardware to include post clips (sign clips), bolts, washers and locknuts as outlined in Section 1042 of Missouri Department of Transportation Standard Specifications for Highway Construction.

2.0 Materials. Post clips shall be in compliance with ASTM B 108, ANSI 356-T6 Aluminum Alloy. Post clip bolts, washers and locknut shall be composed of Aluminum Alloy, see paragraph 2.3.

2.1 Post Clip Dimensions. Post clips shall have dimensions as illustrated in Figure 1 with a tolerance of $\pm 1/8$ inch.

2.2 Post Clip Casting. Post clips shall be cast using a permanent mold cast method.

2.3 Post Clip Bolt, Washer and Locknut Composition, see Figure 1 for Dimensions.

2.3.1 Post clip bolts shall comply with ASTM B 211, 2024-T4 or 6061-T6.

2.3.2 Post clip washers shall comply with ASTM B 209, ALCLAD 2024-T3 or 2024-T3.

2.3.3 Post clip locknuts (with nylon insert) shall comply with ASTM B 211, 2017-T4.

3.0 Certification and Acceptance. Acceptance of Aluminum post clips will be based on compliance of material requirements stated in paragraph 2.0 and certification from manufacturer of compliance with ASTM B 108. Acceptance is also dependent on successful completion of any tests deemed necessary by the engineer.

4.0 Ordering. Aluminum Post clips will be ordered in quantities of 500 fully assembled units. Each fully assembled unit shall consist of a post clip, post clip bolt, washer and locknut.

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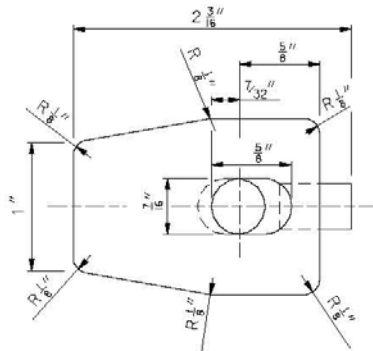


CONSTRUCTION & MATERIALS

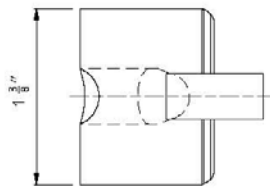
POST CLIPS

used to mount extruded panel signs

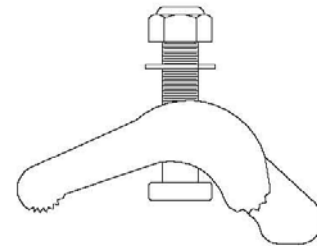
- NOTES:
- POST CLIPS SHALL BE ASTM B 108, 356-T6 ALUMINUM ALLOY
 - POST CLIP SHALL BE PRE- ASSEMBLED, SEE VIEW BELOW
 - ALUMINUM BOLTS SHALL BE ASTM B 211, 2024-T4 OR 6061-T6
 - ALUMINUM FLAT WASHERS SHALL BE ASTM B 209, ALCLAD 2024-T4 OR 2024-T4
 - ALUMINUM LOCK NUTS (NYLONG INSERT) SHALL BE ASTM B 211, 2017-T4



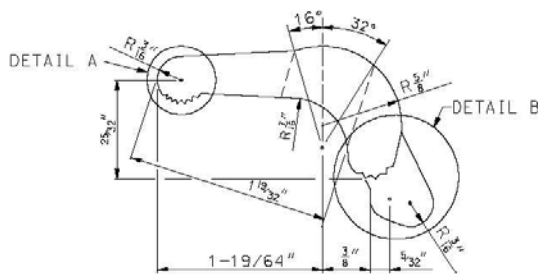
PLAN VIEW



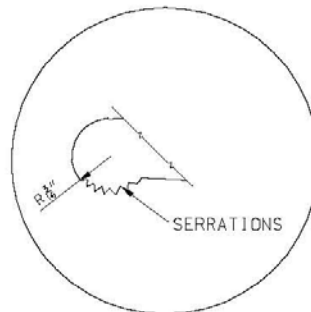
END VIEW



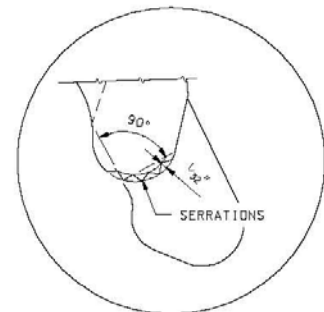
ASSEMBLED VIEW



ELEVATION VIEW



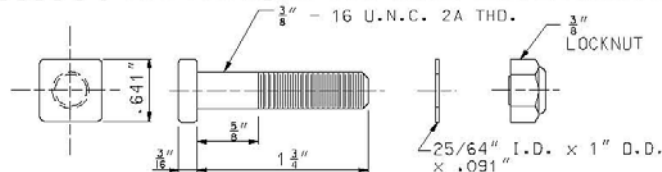
DETAIL A



DETAIL B

ENLARGED DETAIL OF SERRATIONS

POST CLIP BOLT WITH FLAT WASHER AND LOCKNUT



NOTE:
 SQUARE BOLT HEAD SHOWN.
 RECTANGULAR BOLT HEAD WITH
 LEAST DIMENSION OF .641" MAY
 BE USED.

BOLT - 1 3/4" x 3/8" ALUMINUM
 HEX LOCKNUT - 3/8" ALUMINUM
 WASHER - ALUMINUM

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: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

All bidders must furnish ALL applicable information requested below

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
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
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: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
_____	_____
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Cooperative Procurement

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer Sign Hardware and Sign Supports listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the Sign Hardware and Sign Supports meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

Missouri 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.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. 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.
- b. 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

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

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

Applicable Laws and Regulations

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

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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/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.

Missouri Highways and Transportation Commission
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- 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
- 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. 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.

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

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.