

## **Specific Terms and Conditions**

### **Purpose:**

The purpose of this TITB (Transportation Invitation to Bid) is to establish a statewide Steel Sign Supports (MA). This MA will be used by the Alabama Department of Transportation, through the Model Procurement Act.

### **Award:**

Award will be made by a “Groupings” to the lowest overall vendor for these groups meeting all specifications. Group 1: Lines 1 – 9; Group 2: Lines 10 – 15; Group 3: Line 3; Group 4: Lines 17 and 18; Group 5: Lines 19 – 22; Group 6: Lines 23 – 33; Group 7: Lines 34 – 37; Group 8: Lines 38 – 205; Group 9: Lines 206 and 207. You must bid all commodity lines within each grouping.

### **Bid submission instructions:**

Bids must be submitted to [bids@dot.state.al.us](mailto:bids@dot.state.al.us) by 5:00pm on the date listed on the ALDOT website.

\*\*\***Note:** Bid prices for all line items must be a percentage (%) discount off list price.

### **Freight:**

Freight pricing should be added to the quote when requested. Ordering location where merchandise is delivered and unloaded on a receiving dock, if available. The contract vendor is liable for risk or loss or damage to the merchandise up to the destination.

### **Delivery time frame:**

All items ordered must be delivered to the “ship to” address shown on the P.O. within thirty (60) days of vendor’s receipt of order, unless previously agreed upon in writing by the ordering agency.

### **Materials:**

All materials must be new, unused, and acceptable by Maintenance Bureau Approved Products List.

### **Contract period:**

Establish a 12-month contract with an option to extend for a second, third, fourth, and fifth 12-month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12-month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12-month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12-month period.

**Indemnity:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Alabama from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor’s performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Alabama. The parties agree that if there are any limitations of the Contractor’s liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

**Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Quantity:**

The exact quantity of each item is unknown. The Department of Transportation does not guarantee the State will buy any amount. Orders will be placed by the agency as needed and they will be given complete shipping instructions.

**Volume Discounts:**

Volume Discounts are allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same discount. The State will not file for rebates; the vendor must offer and bill the net discounted price for any applicable offerings.

**Price Escalation:**

If, during the performance of this contract, the price of the material significantly increases, through no fault of the vendor, a price increase may be considered based upon product cost ONLY.

Documentation of the price increase is required from the manufacturer. All price increases must be approved by both the state and the vendor in writing. Any de-escalation in price shall be passed onto the state immediately while still meeting all specifications, terms, and conditions of the contract.

**Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

**General Requirements:**

Traffic Marking Materials shall be on the Alabama Department of Transportation (ALDOT) "List of Qualified Materials, Sources, and Devices", Qualified Traffic Control Materials, List V-2 – Permanent Pavement Markers, Temporary Pavement Markers, marker Adhesives, Delineators and Hazard Markers, List IV-3 – Temporary Traffic Marking Materials, List IV-4 – Permanent Traffic Marking Materials, and List V-5 – Reflective Paint for Object Safety Markings.

Traffic Marking Materials shall meet criteria in the ALDOT Standard Specifications for Highway Construction latest edition, Section 856 – Traffic Marking Material, Section 857 – Temporary Traffic marking materials, and Section 882 – Pavement Markers.

Traffic Marking Materials shall meet criteria in the ALDOT Special and Standard Highway Drawings, latest edition.

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.