

## **Specific Terms and Conditions**

### **Purpose:**

The purpose of this TITB (Transportation Invitation to Bid) is to establish a statewide Vehicle Detection (MA). This MA is for hybrid video, microwave, and radar detection systems. All detection systems included on the previous Video Vehicle Detection MA are not allowed for this MA. This MA will only be used by the Alabama Department of Transportation, through the Model Procurement Act.

### **Award:**

Multiple vendors may be awarded this contract. Up to 6 vendors may be awarded. Contract Line Items 00001, 00002 and 00003 shall be awarded to the qualified bidders offering the highest percentage discount and hourly rates. The vendors determined to offer the highest percentage discount shall provide items covered under the contract at a discounted percentage off list price. Award for Group 1 will be through an award matrix. The award matrix will consist of \$10,000 for new equipment less the discount, \$1,000 for parts less the discount and 6 hours of labor at the bid labor rate.

Contract Line Item 00004 is optional.

Non-Biddable Contract Line Item 00005.

### **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 line items 00001 and 00002 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 (30) 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.

**Quote Requirement:**

All quotes shall include the list price, the discounted price, as well as any freight charges associated with the purchase. An awarded vendor may offer volume discounts for large quantity purchases.

**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.

**Requested information:**

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

**General Requirements:**

ALDOT Standard Specifications for Highway Construction: Standard Specs Section 890 shall apply, as applicable, to the administration of this contract.

**Contract Items and Mandatory Requirements:**

Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. All line items shall be approved and located on List IV-2 of the Department's MSDSAR. All detection systems included on the previous Video Vehicle Detection MA are not allowed for this MA.