

**REQUEST FOR
BID (RFB) FORM**

**MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	3-160922TV
DATE	September 6, 2016

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM LOCAL TIME; September 22, 2016

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

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

Various End User Delivery Locations

BUYER: Tom Veasman **EMAIL:** tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

The purpose of this Request For Bids (RFB) is to establish contracts to furnish **Chip Spreaders** in accordance with the following pages. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

Notice to Vendors

This Request For Bid seeks bids from qualified vendors to furnish **Chip Spreaders**. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., September 22, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at no charge from: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/RoadandOffRoadBids.htm>

Bids must be made on forms using the format provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the stated deadline for submitting the bid.

Written Questions: All written questions must be addressed to Tom Veasman no later than 2:00 p.m., Local Time, Wednesday, September 14, 2016 at the following mailing address: Missouri Dept. of Transportation, General [Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270](mailto:tom.veasman@modot.mo.gov) or by e-mail to tom.veasman@modot.mo.gov. Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Motorgradersone.htm> in the form of a written addendum. It is anticipated this addendum will be issued on Thursday, September 15, 2016. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

(SEE ATTACHED FOR TERMS, 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.

ate: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
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 (RFB) seeks bids from qualified organizations to provide chip spreaders to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, September 22, 2016.**

RFB COORDINATOR:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

**Missouri Department of Transportation
P. O. Box 270
Jefferson City, MO 65102
Attn: Tom Veasman**

PHYSICAL ADDRESS:

**Missouri Department of Transportation
General Services Division
830 MoDOT Drive
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

PHONE: 573-522-4404

FAX: 573-526-6948

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of **chip spreaders** as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages
 - 5) Vendor Information and Preference Certification Form
 - 6) Cooperative Purchasing Form
 - 7) Map of MoDOT Districts by County
 - 8) Terms and Conditions
- 1.2.3 Definitions
- 1) Districts – Seven geographical areas by which MoDOT is divided. Each District makes their own purchasing decisions while operating under the guidance of the Central Office.
 - 2) Divisions – MoDOT's Central Office is separated into various operations groups.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The bidder shall provide **chip spreaders**, to the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

2.2 Required Specifications: All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

2.3 Delivery Requirements:

- 2.3.1 The following delivery requirements shall apply:
 - a. Unless otherwise specified on the solicitation documents or purchase order, bidders 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. No vehicles will be received on Saturday, Sunday or state holidays.
 - b. **NET DELIVERED FIRM PRICE** - The unit(s) shall be delivered complete and ready for use to the delivery destination. All prices quoted by the bidder must be F.O.B. MoDOT with all delivery, handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.
 - c. The bidder shall demonstrate to the District prior to acceptance by the District that the equipment delivered complies fully with the enclosed specifications.
 - d. Any demurrage is to be paid by the bidder direct to the railroad or carrier.
- 2.3.2 The bidder shall deliver the products specified herein to the following MoDOT locations:
 - a. St. Joseph, Missouri 64502
 - b. Macon, Missouri 63552
 - c. Hannibal, Missouri 63401
 - d. Lee's Summit, Missouri 64064-8002
 - e. Jefferson City, Missouri 65102
 - f. Chesterfield, Missouri 63017-5712
 - g. Joplin, Missouri 64802
 - h. Springfield, Missouri 65801
 - i. Willow Springs, Missouri 65793
 - j. Sikeston, Missouri 63801
 - k. Other district locations as may be required

2.4 Invoicing and Payment Requirements:

- 2.4.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice must be itemized in accordance with items listed on the purchase order. 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 bidder shall be paid in accordance with the firm, fixed prices stated on the pricing pages 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 bidder for any reason whatsoever.
- 2.4.5 Payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the bidder's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Award Requirements:

- 2.5.1 Award Period - The award period shall commence from the date of award until September 30, **2017**.
- 2.5.2 Renewal Periods – MoDOT has the right, at its sole option and in its sole discretion, to extend the contract period for up to three (3) additional one-year periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.
- 2.5.3 Escalation Clause - In the event the bidder requests a price increase during either the original award period or any renewal period, the bidder 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 bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The bidder 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 award period, or if applicable, the first 3 months of any of the optional renewal periods.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
 - a. No equipment, supplies, and/or services received by MoDOT pursuant to an award 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

bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. MoDOT reserves the right to return any such rejected shipment at the bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- c. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 Fuel - In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/mostatutes/stathtml/41400003651.html?&me=fuel>) By submitting a response to this bid, Bidder agrees to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

2.6 Equipment Trade-In Allowance:

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and bidder.
- b. It will be the responsibility of the bidder to examine the condition of the equipment offered for trade. The bidder must not impose any mandatory requirements or restrictions on equipment disposal.
- c. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- d. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment.

Trade-In Worksheet Example:

Make/Model of New Equipment:
Full Purchase Price: \$
Make/Model of Trade-In:
Less Trade-In (Deduct): \$
Net Purchase Price: \$

2.7 **Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the District and bidder. It will be the responsibility of the bidder to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

2.8 **Training** All specialty equipment purchased by MoDOT shall have the minimum training supplied by bidder as outlined below:

- a. Training shall take place at the district location where equipment is delivered or at an off- site location at the bidder's expense. A qualified service technician or mechanic shall conduct the training.
- b. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The bidder shall supply training within one month of delivery and acceptance. The bidder shall supply all training materials.

- 2.9 Technical Service** All bidders shall provide a telephone number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 AM to 4 PM).

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “**3-160922TV Chip Spreaders**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and 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 withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and 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 MoDOT 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 Award:
This is a Multiple Award bid and there will be no ‘one’ bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility and discretion for all purchasing decisions. After award, Districts shall use the following evaluation criteria to determine the awarded contract that would provide the “lowest and best” equipment purchase option:
- a. Base and Options Costs 50 Points
 - b. Warranty Coverage/Unit Features that Improve Performance, Strength, Reliability & Longevity 30 Points
 - c. Location of Parts and Servicing Dealers 10 Points
 - d. Delivery Timeline 5 Points
 - e. Other response information 5 Points

3.1.6 Cost Evaluation:

The evaluation of base and options costs will be conducted using a scale of fifty (50) possible points based upon the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Price of Bidder Being Evaluated}} \times 50 = \text{Points Awarded to Bidder Being Evaluated}$$

3.1.7 Bidder Compliance: The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

3.1.8 Bidder Notification: 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.

MODOT SPECIFICATIONS

HYDROSTATICALLY DRIVEN AWD/4WD CHIPSREADER

The self-propelled All Wheel/4 Wheel Drive Chip spreader shall supply a uniformly distributed application of cover and seal coat aggregate with a variable width spread hopper with the ability to meet legal transport width limits without requiring a permit.

ALL WHEEL or 4-WHEEL HYDROSTATIC DRIVE

POWER TRAIN ENGINE Diesel engine with a minimum rating of 250 horsepower meeting EPA requirements.

AXLES: Minimum 22,500 lb. axles

FUEL TANK: Minimum fuel capacity of 60 gallons.

STEERING: Full hydrostatic power steering

VARIABLE WIDTH SPREAD HOPPER: ability to meet legal transport width limits without requiring a permit.

TRUCK HITCH: Positive, self-locking "railroad" type adjustable truck hitch with electrical release and hitch height. Or electric over hydraulically adjustable from the operators station, with electric over hydraulically released locking mechanism

FRONT FENDERS: Unit to have front fender on each side.

PAINT: Standard highway yellow

LIGHTS: Headlights, stop, tail lights and turn signals with flashers switch

HORN: Electric horn and electric back-up warning alarm

ENGINE WARNING SYSTEM: Engine/hydraulic oil temperature, oil pressure and fuel

TACHOMETER: To be included

HOURMETER: To be included

TOOLBOX: Steel lockable toolbox mounted under main deck

TIRES: Tubeless radials, Size _____

MANUALS: Hard copy operator's manual and service/parts manual (CD or hard copy).

PRICING PAGES

Outright purchase of one (1) new CHIP SPREADER meeting the attached MoDOT specification. NET DELIVERED PRICE. Any discounts to be included in pricing.

I am bidding: MAKE/ MODEL _____

Engine Make/Model: _____ Net Horse Power: _____

WITH 8' – 16' VARIABLE WIDTH SPREAD HOPPER **PRICE \$** _____

WITH 9' – 18' VARIABLE WIDTH SPREAD HOPPER **PRICE \$** _____

WITH 10' – 20' VARIABLE WIDTH SPREAD HOPPER **PRICE \$** _____

WITH 11' – 22' VARIABLE WIDTH SPREAD HOPPER **PRICE \$** _____

WITH 12' – 24' VARIABLE WIDTH SPREAD HOPPER **PRICE \$** _____

Standard Warranty: _____

OPTIONS	DESCRIPTION	Price
Option 1	Vibrators for Variable Hoppers (1 for each side)	
Option 2	Spread Hopper Conveyor Hoods (hydraulic raise/lower system)	
Option 3	Power Seat Pedestal: Electric over hydraulic powered seat and control panel movement for dual control operation.	
Option 4	Fully Enclosed Cab: with A/C, Heater and Power Seat Pedestal.	
Option 5	Dual side operator station (Power shift console seat assembly)	
Option 6	Traction Boost	
Option 7	Reversing Fan	
Option 8	Additional set of switches (2) for unlocking/adjusting the height of the hitch (required for 3-man crew)	
Option 9	Strobe lights (at all four corners of unit)	
Option 10	Full Length Flashing	
Option 11	Special rear flashing (at rear hopper w/ cable loop supports)	
Option 12	Umbrella	

Option 13	Awning	
Option 14	Shade Canopy	
Option 15	Hydraulic Canopy	
Option 16	Telematics System	
Option 17	Pressure transducer to display hydraulic pressures	

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all chip spreader options/parts available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS sections as those options shall be priced with the discount included).

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

Please indicate with an 'X' the MoDOT Districts for which you are bidding.
(Bidders are responsible for servicing all counties within the district(s) selected.)

Northwest District (St. Joseph) _____	Northeast District (Hannibal) _____
Kansas City District _____	Central District (Jefferson City) _____
St. Louis District _____	Southwest District (Springfield) _____
Southeast District (Sikeston) _____	ALL DISTRICTS _____

MAXIMUM PERCENTAGE INCREASE FOR RENEWALS: Provide your maximum percentage of increase at the time of renewal (maximum to be determined by applying % to current contract prices at time of renewal). If renewal increase percentages are not provided, the prices for the renewal period shall be the same as the current contract period.

Maximum % of increase for: 1st Renewal _____ 2nd Renewal _____ 3rd Renewal _____

5. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency: <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> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<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
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
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

6. NOTICE OF COOPERATIVE PURCHASING

MODOT 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 **chip spreaders** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 **chip spreaders** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful bidder.

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 MoDOT 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 _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

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

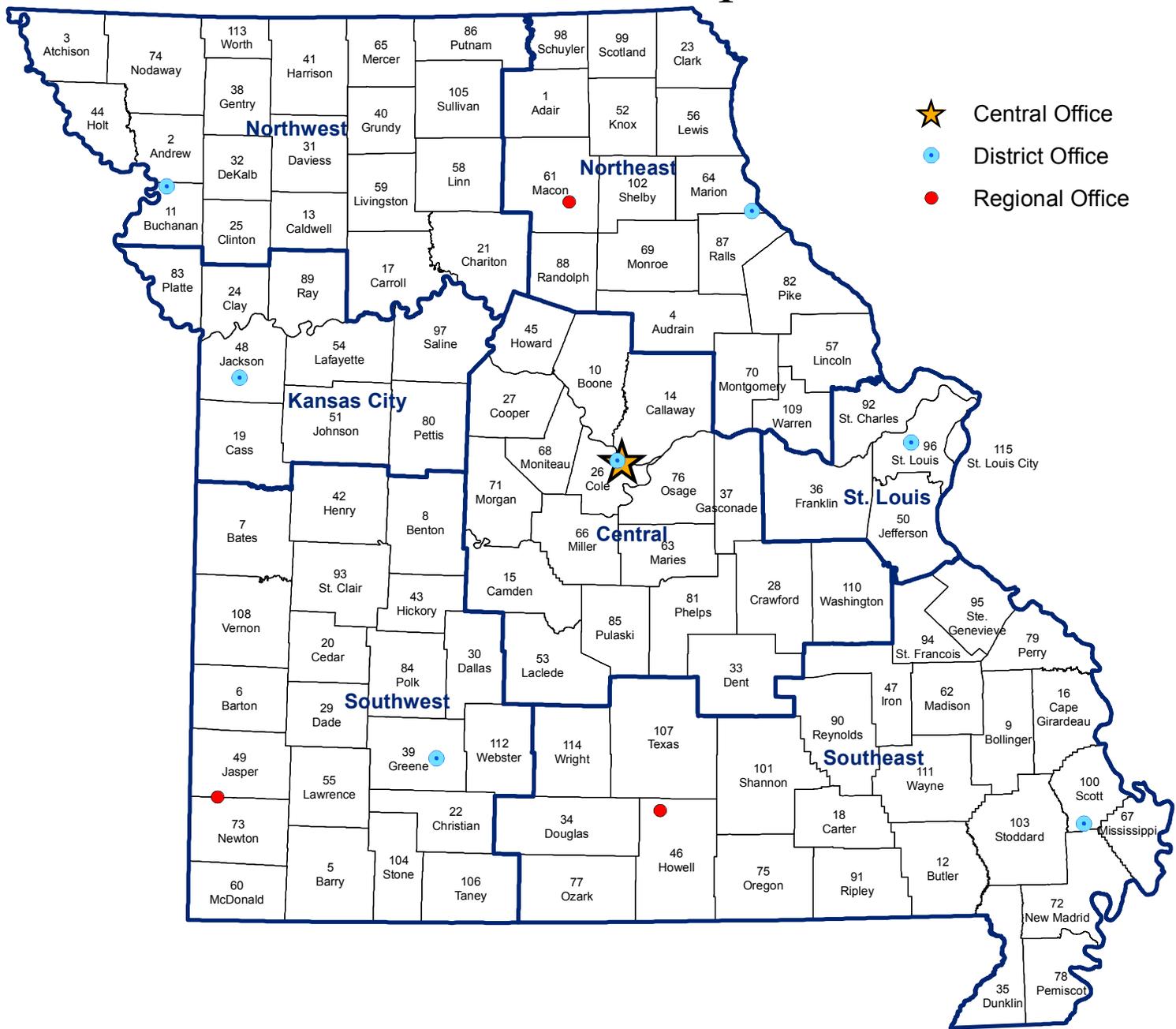
- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less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

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

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

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	Davies	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	Ozark	77 .. SE	St. Louis	96 .. SL		
Carroll	17 .. NW	Gasconade	37 .. C	Lincoln	57 .. NE	Pemiscot	78 .. SE	Saline	97 .. KC		
Carter	18 .. SE	Gentry	38 .. NW	Linn	58 .. NW	Perry	79 .. SE	Schuyler	98 .. NE		
Cass	19 .. KC	Greene	39 .. SW	Livingston	59 .. NW	Pettis	80 .. KC	Scotland	99 .. NE		
Cedar	20 .. SW	Grundy	40 .. NW	McDonald	60 .. SW			Scott	100 .. SE		

