

MISSOURI DEPARTMENT OF TRANSPORTATION

CENTRAL DISTRICT
PO Box 718
1511 MISSOURI BLVD.
JEFFERSON CITY, MO 65102

**REQUEST FOR BID
BIDDING GUIDELINES
AND DOCUMENTATION****SEALED BID REQUIRED**

TODAY'S DATE: OCTOBER 28, 2013	BID DUE BY (DATE AND TIME): NOVEMBER 8, 2013 1:00 PM CST	F.O.B. REQUIREMENTS: FOB DESTINATION
TO BE DELIVERED/COMPLETED:	BID #: CD-14-031B THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER: SHELDON REDEL PHONE NUMBER: 573-751-7708
<u>District Mailing Address:</u> Missouri Department of Transportation Central District General Services 1511 Missouri Blvd Jefferson City, MO 65102		<u>Delivery Locations:</u> VARIOUS MoDOT LOCATIONS – CENTRAL DISTRICT

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

ITEM	UM	QTY	DESCRIPTION	UNIT PRICE	DELIVERY TIME FRAME
The Missouri Department of Transportation is seeking bids from qualified bidders whom can provide Corrugated Metal Pipe to establish a contact with an effective date of Notice to Proceed – October 31, 2014. <i>See Enclosed Specifications, Details and Pricing Pages</i>					

VENDOR NAME:

All responses to this Request for Bid **MUST** be submitted with this form and all pages **MUST** be returned to the Buyer listed above at the District mailing address as a **SEALED BID. No faxes.**



Introduction

The contractor shall provide Corrugated Metal Pipe (CMP) and bands to the Missouri Department of Transportation (MoDOT) in accordance with the terms and condition of this bid.

Contract Period

The contract period shall be from the Notice to Proceed through October 31, 2014.

Specifications

CMP will be used for maintenance purposes. All material shall be in accordance with the 2011 Missouri Standard Specifications for Highway Construction.

It will be the responsibility of the supplier to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to inappropriate by MoDOT, and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.

All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.

Quantities

MoDOT does not guarantee any specific quantities will be required or ordered from the contractor. Bidders must submit pricing for an as needed, if needed basis.

MoDOT may issue orders throughout the duration of the contract on an as needed basis.

Delivery

All orders shall be delivered to various MoDOT maintenance facilities as identified by each purchase order within 10 business days after receipt of order.

All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate contact person(s).

The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery to a maintenance facility.

Counties within Central District:

Boone	Cooper	Howard	Moniteau	Pulaski
Callaway	Crawford	Laclede	Morgan	Washington
Camden	Dent	Maries	Osage	
Cole	Gasconade	Miller	Phelps	



Invoicing and Payment Requirements

The bidder shall provide a firm, fixed price for the contract period. All costs associated with providing the required deliverables/services shall be included on the pricing page.

The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliveries.

Other than the payment specified above, no other payment or reimbursements shall be made to the contractor for any reason.

Bid Submission

All bids must be received in a *sealed* envelope clearly marked “**CD-14-031B CMP**”.

All bids must be received at the following address **no later than 1:00 PM CST, November 8, 2013.**

The Missouri Department of Transportation
Attn: Sheldon Redel
1511 Missouri Blvd
Jefferson City, MO 65102

MoDOT reserves the right to reject any and all for any reason whatsoever.

Cost Determination - the unit of measure for this bid will be by linear foot or per each item. The low bidder shall be determined by adding together the total cost for purchasing one linear foot or one item listed on the pricing pages. The grand total will be used to determine the lowest bid for award purposes.

Contract Award – the contract will be awarded to the lowest responsible bidder determined as specified above. Award will be made on an “All-or-None” basis to the “Lowest and Best” responsive bidder, providing the prices are acceptable. In the event of low bids, MoDOT reserves the right to establish the method to be used in determining the award.

PRICING PAGES

SECTION A - CMP

DESCRIPTION	PRICE PER LF 12 Gauge	PRICE PER LF 14 Gauge	PRICE PER LF 16 Gauge
Pipe, Corrugated Metal, 12" Diameter			
Pipe, Corrugated Metal, 15" Diameter			
Pipe, Corrugated Metal, 18" Diameter			
Pipe, Corrugated Metal, 21" Diameter			
Pipe, Corrugated Metal, 24" Diameter			
Pipe, Corrugated Metal, 30" Diameter			
Pipe, Corrugated Metal, 36" Diameter			
Pipe, Corrugated Metal, 42" Diameter			
Pipe, Corrugated Metal, 48" Diameter			
Pipe, Corrugated Metal, 54" Diameter			
Pipe, Corrugated Metal, 60" Diameter			
Pipe, Corrugated Metal, 66" Diameter			
Pipe, Corrugated Metal, 72" Diameter			
Pipe, Corrugated Metal, 84" Diameter			
Total Prices (per column)			

SECTION B - BANDS

DESCRIPTION	PRICE PER LF 12 Gauge	PRICE PER LF 14 Gauge	PRICE PER LF 16 Gauge
Bands w/Bolts & Nuts, CMP, 12" Diameter			
Bands w/Bolts & Nuts, CMP, 15" Diameter			
Bands w/Bolts & Nuts, CMP, 18" Diameter			
Bands w/Bolts & Nuts, CMP, 21" Diameter			
Bands w/Bolts & Nuts, CMP, 24" Diameter			
Bands w/Bolts & Nuts, CMP, 30" Diameter			
Bands w/Bolts & Nuts, CMP, 36" Diameter			
Bands w/Bolts & Nuts, CMP, 42" Diameter			
Bands w/Bolts & Nuts, CMP, 48" Diameter			
Bands w/Bolts & Nuts, CMP, 54" Diameter			
Bands w/Bolts & Nuts, CMP, 60" Diameter			
Bands w/Bolts & Nuts, CMP, 66" Diameter			
Bands w/Bolts & Nuts, CMP, 72" Diameter			
Bands w/Bolts & Nuts, CMP, 84" Diameter			
Total Prices (per column)			

PRICING PAGE (continued)

Please insert the total for each section in the space provided.

SECTIONS	TOTAL - Each Section
A 12 Gauge	
A 14 Gauge	
A 16 Gauge	
B 12 Gauge	
B 14 Gauge	
B 16 Gauge	
Grand Total	

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 **Addresses of Missouri Offices or Places of Business.***

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:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

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 **Location Products are Manufactured or Produced.***

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:

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal 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/Proposal 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.

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.

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

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.