

BID FORM

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

REQUEST NO.	2-160406DP
DATE	March 29, 2016

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

April 6, 2016 at 2:00 PM CDT

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered
See Attached

BUYER:	Dee Pardue, Sr. GS Technician	BUYER TELEPHONE:	573-526-0760
BUYER EMAIL:	Dee.Pardue@modot.mo.gov		

SUPPLIES OR SERVICES

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **Flood Bag Protection Systems** for a contract period of May 1, 2016 through April 30, 2017.

****NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(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: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

This Request for Bid seeks bids from qualified bidders to provide Flood Bag Protection Systems throughout the state of Missouri with an effective contract period of May 1, 2016 through April 30, 2017, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Bid must be returned in a sealed envelope per section 3.1, Bid Submission. All questions regarding the RFB shall be submitted by email to the RFB Coordinator listed below, no later than April 1, 2016 2:00 p.m. Bids must be returned no later than 2:00 p.m. Central Time, April 6, 2016.

RFB Coordinator:

Dee Pardue
Sr. General Services Technician

Phone: 573-526-0760

Email: Dee.Pardue@modot.mo.gov

2. SCOPE OF WORK

2.1 General Requirements

- 2.1.1 The contractor/supplier shall provide flood protection systems on an as needed, if needed basis for the Missouri Department of Transportation (hereafter referred to as “MoDOT”), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor/supplier shall provide flood bag protection systems (hereafter referred to as “System(s)”) to the sole satisfaction of MoDOT.
- 2.1.3 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.
- 2.1.4 MoDOT does not estimate or guarantee any specific quantities to be purchased under this contract.
- 2.1.5 Unless otherwise specified herein, the contractor/supplier shall furnish all material, labor, facilities, equipment and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids/quotes/proposal, unit prices will govern.
- 2.1.7 The work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the vendor agrees to furnish at their own expenses all labor, equipment, deployment, setup, breakdown, insurance, travel expenses, and all other necessary services and products, 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 vendor in performance of the work.

2.2 Specific Requirements

- 2.2.1 The system will be comprised of cellular sections with floor and sides that can be connected to form a water resistant barrier to control flood waters, to a minimum, approximate height of 3 feet and minimum, approximate base width of 3 feet. The system’s bag/fabric must be of sufficient strength to contain various types of fill material (sand, stone, gravel, soil, etc.) to appropriately fill the bags as noted herein to allow for proper function of the system.
- 2.2.2 MoDOT will make the sole determination on whether or not the offered systems(s) meet the needs of MoDOT as noted herein. MoDOT’s decision is final and without recourse to dispute.
- 2.2.3 The awarded contractor/supplier(s) shall provide a set-up demonstration of the system, at the request of MoDOT’s representative, prior to orders being issued by MoDOT. All demonstrations will be on a MoDOT non-highway right of way site.

2.3 Delivery Requirements:

- 2.3.1 The contractor/supplier will note on the Pricing Pages the number of calendar days required for delivery of the system from the date the purchase order is received by the bidder. Contractor/supplier is to also indicate expedited delivery as also noted on the Pricing Pages.
- 2.3.2 The following delivery requirements shall apply:
 - a. Unless otherwise specified herein these solicitation documents, on the purchase orders, or by MoDOT’s designated representative, **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, unless so ordered by MoDOT’s designated representative.
 - b. Pricing submitted by the contractor/supplier must include all associated shipping, handling and delivery costs of the system. All orders are to be drop shipped to location noted on purchase order or purchase card request. The contractor agrees to pay all transportation charges on the material as FOB-Destination. **All costs, including but not limited to freight, insurance, labor, etc., must be included in the unit price and not listed as a separate line item.**

c. Any demurrage is to be paid by the contractor direct to the railroad or carrier.

2.3.3 Delivery locations will be identified on all purchase orders issued for the systems. The following is a list of the District locations but does not identify all possible locations for system delivery throughout the state: *(A MoDOT statewide map is also included)*

- a. Northwest District (NW) St. Joseph, Missouri 64502
- b. Northeast District (NE) Hannibal, Missouri 63401
- c. Kansas City District (KC) Lee's Summit, Missouri 64064-8002
- d. Central District (CD) Jefferson City, Missouri 65102
- e. Saint Louis District (SL) Chesterfield, Missouri 63017-5712
- f. Southwest District (SW) Springfield, Missouri 65801
- g. Southeast District (SE) Sikeston, Missouri 63801

2.3.4 The contractor/supplier is directed to the "*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*" included with these bid documents, regarding the amount and enforcement of liquidated damages.

2.3.5 The contract expresses the complete agreement between the MHTC and MoDOT and the contractor/supplier 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 vendor/supplier and the duly authorized representative of MoDOT, by a modified purchase order prior to the effective date of such modification. The contractor/supplier explicitly understands and agrees that no other method 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.

2.3.6 Ordering district(s) shall be notified of delay of an order that is not expected to meet the contract delivery requirements by the contractor/supplier.

2.4 Invoicing and Payment

2.4.1 An itemized invoice shall be submitted to the applicable requesting address upon the completion of delivery. Failure to do so may cause for delay in payment.

2.4.2 The contractor/supplier 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.

2.4.3 MoDOT assumes no obligation for quantities shipped in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the contractor/supplier's expense.

2.4.4 The contractor/supplier shall understand and agree MoDOT reserves the right to make contract payments to the contractor/supplier through electronic funds transfer (EFT) as well as the state issued credit card. Prior to any payments being made to the contractor/supplier must be registered with the state of Missouri's eProcurement/MissouriBUYS system. Contractors can become registered by going to the following portal: <https://missouribuys.mo.gov/>.

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

2.4.6 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

2.5 Other Contractual Requirements:

2.5.1 Contract Period – The contract shall commence from Notice of Award through April 30, 2017 with up to four (4) one-year renewal option periods.

2.5.2 Renewal Periods – If the option for renewal is exercised by MoDOT, the contractor/supplier shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercise its option(s) to renew the contract, the requirements for future months shall remain the same.

2.5.3 Escalation Clause – In the event the contractor/supplier requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of the price increase. MoDOT will review the written request and documentation for a price

increase, and decide if a price increase is to be granted at that particular time. The contractor/supplier shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first six (6) months of the original contract period or if applicable first six (6) months of a contract period for a renewal

2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the system 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 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 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/supplier 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 contractor/supplier's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT right to reject any unacceptable equipment, supplies and/or services shall not exclude any other legal, equitable or contractual remedies that MoDOT may have.

2.5.5 MoDOT's Representative: Central Office Maintenance Liaison Engineer is designated at MoDOT's representative for the purpose of administering the provisions of this contract. The representative may designate by written notice other persons having the authority to act on behalf of MoDOT in furtherance of the performance of this agreement.

2.7 Award

- 2.7.1 For the purpose of this bid, items will be awarded on an "**All or None**" basis meeting the specifications and requirements of this bid.
- 2.7.2 Award will go to each contractor/supplier who will provide the MoDOT approved system(s) for each District shown and for each manufacturer/model type bid. This bid is being offered to establish pricing for each system.
- 2.7.3 Districts will determine on an as needed, when needed basis, which manufacturer of the system will best meet the needs of that district.

3. BID SUBMISSION

3.1 Bid Submission

- 3.1.1 All bids must be received in a sealed package clearly marked “**Flood Bag Protection Systems**”
- 3.1.2 All bids must be received at the following address no later than April 6, 2016 at 2:00 p.m., CDT.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Dee Pardue

PO Box 270
Jefferson City, MO 65102

Mailing Address

830 MoDOT Drive
Jefferson City, MO 65109

Physical Address

- 3.1.3 The contractor/supplier 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 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 Contract Award – Bids will be reviewed to determine if the bid complies with the mandatory requirements.
- 3.1.5 Open Competition:
 - a. It shall be the contractor/supplier’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 the MODOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

4. PRICING

4.1 Pricing

- 4.1.1 The contractor/supplier shall provide a firm, fixed price on the following Pricing Pages for providing the systems in accordance with the provisions and requirements of the RFB. All costs associated with providing the systems shall be included in the price.
- 4.1.2 The contractor/supplier is required to submit pricing on all line items listed on the Pricing Pages within each district.
- 4.1.3 The contractor/supplier is required to submit pricing information on the following Pricing Pages for all renewals. If the contractor/supplier does not submit renewal pricing information, renewals will be based on the information submitted with the original bid.

**FLOOD BAG PROTECTION PRICING PAGES
STATEWIDE**

NW District	Description	Manuf & Model #	District	Unit of Measure	Firm, Fixed Price 1-1,000 LF Ordered	Firm, Fixed Price 1,001-5,000 LF Ordered	Firm, Fixed Price 5,001 and more LF Ordered	<u>Standard Delivery:</u> number of calendar days from receipt of order through delivery to site	<u>Expedited Delivery:</u> Percentage of increase on firm, fixed price per unit of measure	<u>Expedited Delivery:</u> # of calendar days from ARO
LINE 1	Flood bag protection systems		NW	Per Linear Foot	\$_____	\$_____	\$_____			
LINE 2	All equipment (cages, racks, trailers, sleds, etc.) required to deploy, fill the system, and demobilize.		NW	Lump Sum	\$_____	\$_____	\$_____			
GRAND TOTAL: NORTHWEST DISTRICT					\$_____	\$_____	\$_____			
NE District	Description	Manuf & Model #	District	Unit of Measure	Firm, Fixed Price 1-1,000 LF Ordered	Firm, Fixed Price 1,001-5,000 LF Ordered	Firm, Fixed Price 5,001 and more LF Ordered	<u>Standard Delivery:</u> number of calendar days from receipt of order through delivery to site	<u>Expedited Delivery:</u> Percentage of increase on firm, fixed price per unit of measure	<u>Expedited Delivery:</u> # of calendar days from ARO
LINE 3	Flood bag protection systems		NE	Per Linear Foot	\$_____	\$_____	\$_____			
LINE 4	All equipment (cages, racks, trailers, sleds, etc.) required to deploy, fill the system, and demobilize.		NE	Lump Sum	\$_____	\$_____	\$_____			
GRAND TOTAL: NORTHEAST DISTRICT					\$_____	\$_____	\$_____			

**FLOOD BAG PROTECTION PRICING PAGES
STATEWIDE**

KC District	Description	Manuf & Model #	District	Unit of Measure	Firm, Fixed Price 1-1,000 LF Ordered	Firm, Fixed Price 1,001-5,000 LF Ordered	Firm, Fixed Price 5,001 and more LF Ordered	Standard Delivery: number of calendar days from receipt of order through delivery to site	Expedited Delivery: Percentage of increase on firm, fixed price per unit of measure	Expedited Delivery: # of calendar days from ARO
LINE 5	Flood bag protection systems		KC	Per Linear Foot	\$ _____	\$ _____	\$ _____			
LINE 6	All equipment (cages, racks, trailers, sleds, etc.) required to deploy, fill the system, and demobilize.		KC	Lump Sum	\$ _____	\$ _____	\$ _____			
GRAND TOTAL: KANSAS CITY DISTRICT					\$ _____	\$ _____	\$ _____			
CD District	Description	Manuf & Model #	District	Unit of Measure	Firm, Fixed Price 1-1,000 LF Ordered	Firm, Fixed Price 1,001-5,000 LF Ordered	Firm, Fixed Price 5,001 and more LF Ordered	Standard Delivery: number of calendar days from receipt of order through delivery to site	Expedited Delivery: Percentage of increase on firm, fixed price per unit of measure	Expedited Delivery: # of calendar days from ARO
LINE 7	Flood bag protection systems		CD	Per Linear Foot	\$ _____	\$ _____	\$ _____			
LINE 8	All equipment (cages, racks, trailers, sleds, etc.) required to deploy, fill the system, and demobilize.		CD	Lump Sum	\$ _____	\$ _____	\$ _____			
GRAND TOTAL: CENTRAL DISTRICT					\$ _____	\$ _____	\$ _____			

**FLOOD BAG PROTECTION PRICING PAGES
STATEWIDE**

SL District	Description	Manuf & Model #	District	Unit of Measure	Firm, Fixed Price 1-1,000 LF Ordered	Firm, Fixed Price 1,001-5,000 LF Ordered	Firm, Fixed Price 5,001 and more LF Ordered	<u>Standard Delivery:</u> number of calendar days from receipt of order through delivery to site	<u>Expedited Delivery:</u> Percentage of increase on firm, fixed price per unit of measure	<u>Expedited Delivery:</u> # of calendar days from ARO
LINE 9	Flood bag protection systems		SL	Per Linear Foot	\$ _____	\$ _____	\$ _____			
LINE 10	All equipment (cages, racks, trailers, sleds, etc.) required to deploy, fill the system, and demobilize.		SL	Lump Sum	\$ _____	\$ _____	\$ _____			
GRAND TOTAL: ST. LOUIS DISTRICT					\$ _____	\$ _____	\$ _____			
SW District	Description	Manuf & Model #	District	Unit of Measure	Firm, Fixed Price 1-1,000 LF Ordered	Firm, Fixed Price 1,001-5,000 LF Ordered	Firm, Fixed Price 5,001 and more LF Ordered	<u>Standard Delivery:</u> number of calendar days from receipt of order through delivery to site	<u>Expedited Delivery:</u> Percentage of increase on firm, fixed price per unit of measure	<u>Expedited Delivery:</u> # of calendar days from ARO
LINE 11	Flood bag protection systems		SW	Per Linear Foot	\$ _____	\$ _____	\$ _____			
LINE 12	All equipment (cages, racks, trailers, sleds, etc.) required to deploy, fill the system, and demobilize.		SW	Lump Sum	\$ _____	\$ _____	\$ _____			
GRAND TOTAL: SOUTHWEST DISTRICT					\$ _____	\$ _____	\$ _____			

**FLOOD BAG PROTECTION PRICING PAGES
STATEWIDE**

SE District	Description	Manuf & Model #	District	Unit of Measure	Firm, Fixed Price 1-1,000 LF Ordered	Firm, Fixed Price 1,001-5,000 LF Ordered	Firm, Fixed Price 5,001 and more LF Ordered	<u>Standard Delivery:</u> number of calendar days from receipt of order through delivery to site	<u>Expedited Delivery:</u> Percentage of increase on firm, fixed price per unit of measure	<u>Expedited Delivery:</u> # of calendar days from ARO
LINE 13	Flood bag protection systems		SE	Per Linear Foot	\$ _____	\$ _____	\$ _____			
LINE 14	All equipment (cages, racks, trailers, sleds, etc.) required to deploy, fill the system, and demobilize.		SE	Lump Sum	\$ _____	\$ _____	\$ _____			
GRAND TOTAL: SOUTHEAST DISTRICT					\$ _____	\$ _____	\$ _____			

In the event that MoDOT and the MHTC exercises its options to renew the contract for four (4) additional one-year periods pursuant to the applicable provisions outlined in this document, the contractor/supplier shall provide below the maximum percentage of increase or maximum percentages of decrease for each renewal period. The percentages shall be computed against the current contract prices during renewal periods. Furthermore, the contractor/supplier is advised that MoDOT and the MHTC do not automatically grant increases at the time of renewal.

1st Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease

2nd Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease

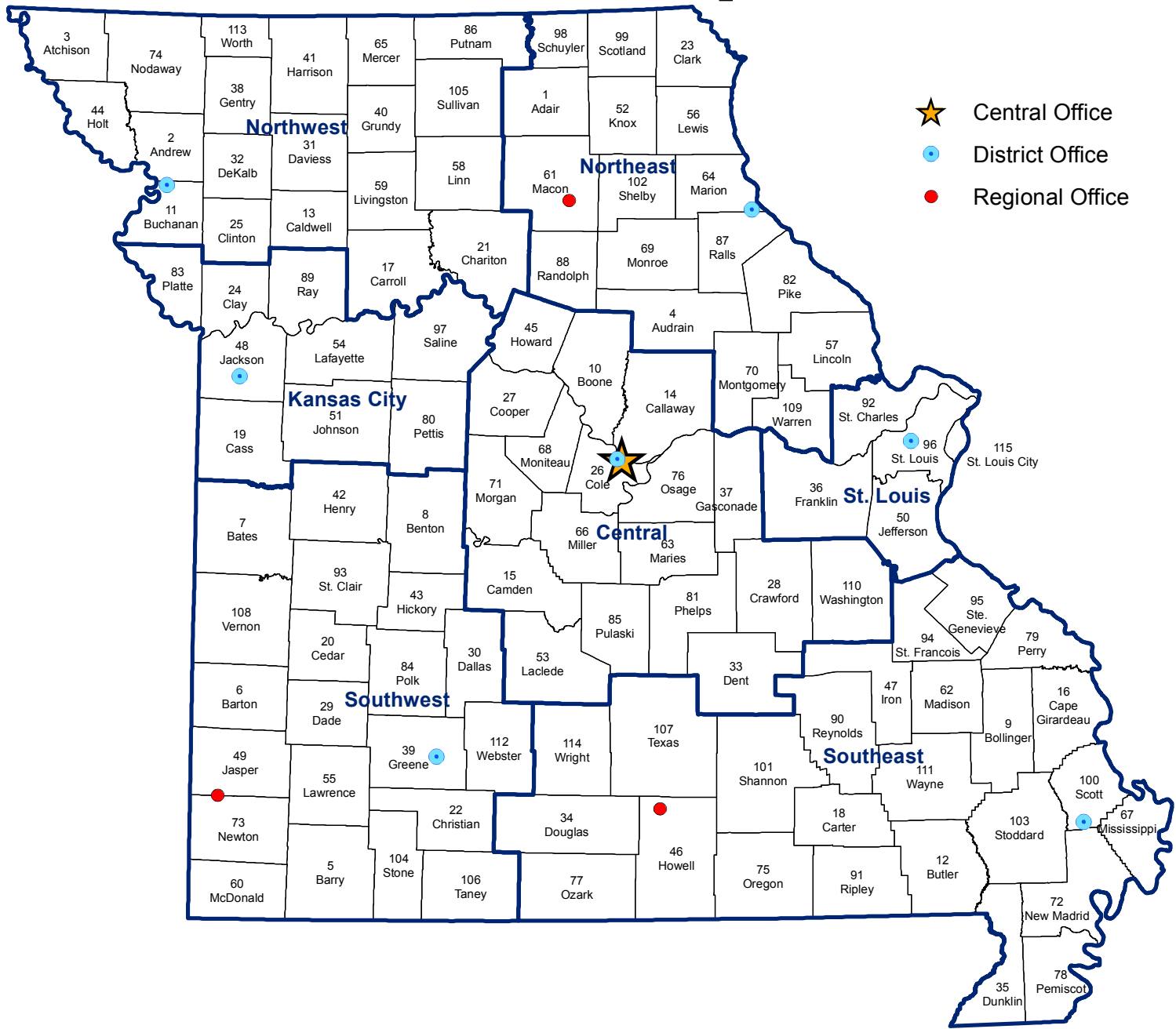
3rd Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease

4th Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease

Signature: _____

Title: _____

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



COOPERATIVE PROCUREMENT

The Department is interested in assisting Missouri counties, cities, special road districts, 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 **Flood Bag Protection Systems** listed in the attached "Request for Bid RFB 2-160406DP" 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 **Flood Bag Protection Systems** 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 _____

(Each vendor must complete the appropriate sections of this form and submit with their bid.)

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:

- 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.

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.