

**BID FORM**

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

REQUEST NO.	2-130625KH
DATE	June 11, 2013

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

**June 25, 2013 at 2:00 PM, Local Time**

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  
**F.O.B. Destination**  
**Per District Purchase Orders**

<b>BUYER:</b>	Kristi Hixson, Sr. GS Specialist	<b>BUYER TELEPHONE:</b>	573-526-1975
<b>BUYER EMAIL:</b>	Kristi.Hixson@modot.mo.gov		

**SUPPLIES OR SERVICES**

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **Guardrail  
and Barrier Wall Delineators** for a contract period of July 1, 2013 through June 30, 2014.

**\*\*\*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.***

<b>Date:</b>	_____	<b>Firm Name:</b>	_____
<b>Telephone No.:</b>	_____	<b>Address:</b>	_____
<b>Fax No.:</b>	_____		_____
<b>Email Address:</b>	_____	<b>By (Signature):</b>	_____
	_____	<b>Type/Print Name</b>	_____
		<b>Title:</b>	_____

**Is your firm MBE certified?** ☐ Yes ☐ No

**Is your firm WBE certified?** ☐ Yes ☐ No

## **1. Introduction**

This solicitation seeks bids from qualified organizations to provide Guardrail and Barrier Wall Delineators throughout the state of Missouri with an effective contract period of July 1, 2013 through June 30, 2014, with three (3) one-year renewal option periods to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).

- a. **Renewal Period** - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall remain the same. The contractor shall understand and agree MHTC does not automatically grant a price increase at the time of renewing the contract. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- b. **Escalation Clause** - In the event the contractor requests a price increase during the renewal period, the contractor 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 contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. No price increase shall be granted during the first 3 months of the contract period.

## **2. Quantities**

- 2.1 The quantities identified in the Pricing Pages are estimates only. The successful bidder may be requested to furnish more or less than the estimated quantity.
- 2.2 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.3 Purchase orders may be issued on an as needed basis or in full quantities.

## **3. Delivery**

- 3.1 The contractor shall deliver Guardrail and Barrier Wall Delineators, as specified herein, to all MoDOT districts located throughout the state as identified by each purchase order.
- 3.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 3.3 Deliveries must be within thirty (30) days after receipt of purchase order.
- 3.4 In the event the vendor does not expect to meet the contract delivery date and time requirements, the ordering district should be notified of the delay.

## **4. Specifications and Samples**

- 4.1 The material shall conform to the enclosed MoDOT specification designated as MGS-06-03B and MGS-06-02B and any other provisions outlined in the solicitation document.
- 4.2 For the purposes of this solicitation, bidders that are recommended for award must provide samples to MoDOT for review and/or test for adherence to the specifications and requirements of this bid. Bidders will have five (5) working days, from date of request, to provide samples. Samples must be provided to MoDOT at no charge, will become the property of MoDOT, and will not be returned.
- 4.3 Material certification sheets indicating the manufacturer, color and series number of the reflective sheeting are required prior to award. One of each delineator color combination listed on the Pricing Page must be submitted for review. Furnished samples must fully comply with the requirements of the specification prior to award. Failure to comply will remove the supplier from the bid process.

## **5. Award**

- 5.1 For the purpose of this bid, items will be awarded on a "**Category by Category**" basis of the lowest price meeting the specifications and requirements of this bid.

5.2 In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

## **6. Bid Submission**

6.1 All bids must be received in a sealed package clearly marked **“Delineators.”**

6.2 All bids must be received at the following address no later than June 25, 2013 at 2:00 p.m., Local Time.

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Kristi Hixson

PO Box 270                                      Mailing Address  
Jefferson City, MO 65102

830 MoDOT Drive                              Physical Address  
Jefferson City, MO 65109

6.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**

6.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid on each item.

### **6.5 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 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.

## PRICING PAGE

The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid. **An award will be made on a “Category by Category” basis.**

<b>CATEGORY 1</b>					
<b>GUARDRAIL DELINEATORS</b>					
<b>Item #</b>	<b>Description:</b>	<b>Qty:</b>	<b>Unit of Issue:</b>	<b>Unit Price:</b>	<b>Extended Total:</b>
#1	Single White	5920	EACH		
#2	Single Yellow	3737	EACH		
#3	White/Red	417	EACH		
#4	Yellow/Red	200	EACH		
#5	White/White	1780	EACH		
#6	Yellow/Yellow	0	EACH		
<b>TOTAL FOR CATEGORY 1:</b>					<b>\$</b>
<b>CATEGORY 2</b>					
<b>BARRIER WALL DELINEATORS</b>					
<b>Item #</b>	<b>Description:</b>	<b>Qty:</b>	<b>Unit of Issue:</b>	<b>Unit Price:</b>	<b>Extended Total:</b>
#1	Single White	1375	EACH		
#2	Single Yellow	925	EACH		
#3	White/Red	0	EACH		
#4	Yellow/Red	0	EACH		
#5	White/White	2729	EACH		
#6	Yellow/Yellow	1000	EACH		
<b>TOTAL FOR CATEGORY 2:</b>					<b>\$</b>

In the event that MHTC exercises its options to renew the contract for three (3) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder 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 Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

**1<sup>st</sup> Renewal Period**      \_\_\_\_\_ % of maximum increase and/or      \_\_\_\_\_ % of maximum decrease

**2<sup>nd</sup> Renewal Period**      \_\_\_\_\_ % of maximum increase and/or      \_\_\_\_\_ % of maximum decrease

**3<sup>rd</sup> Renewal Period**      \_\_\_\_\_ % of maximum increase and/or      \_\_\_\_\_ % of maximum decrease

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

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

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> 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
<i>If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b></i>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:	
<b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.	
<b>Service-Disabled Veteran Business</b> 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.	
<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

## 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 **Guardrail and Barrier Wall Delineators** listed in the attached "Request for Bid RFB 2-130625KH" 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 **Guardrail and Barrier Wall Delineators** 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)



## GUARDRAIL DELINEATORS MGS 06-03B

**1.0 DESCRIPTION.** This specification covers guardrail delineators

### **2.0 MATERIALS.**

2.1 Delineator Body. The delineator shall have a flat, non-curved surface manufactured from a white, high impact, weather-resistant plastic.

2.2 Dimensions. The thickness of the body of the delineators shall be minimum of 0.08 inches. The length and width of the delineator shall be in accordance with the drawing. Two three-eighth inch holes shall be provided in accordance with the drawing.

2.3 Sheeting. Retro-reflective sheeting meeting the latest version of ASTM D4956 Type 5 or 8 requirements shall be used. The sheeting shall nominally be 4 inches wide by 6 inches tall and placed on the top half of the delineator body as shown in the attached drawing. Sheeting may be placed on one or both sides of the delineator body per the following table. Reflective sheeting shall follow guidelines outlined in Section 1042.2.7 for correct application of sheeting to delineator body.

Delineator Description	Sheeting Color	
	Front Side	Back Side
Single White	White	NA
Single Yellow	Yellow	NA
White/ Red	White	Red
Yellow/ Red	Yellow	Red
White/ White	White	White
Yellow/ Yellow	Yellow	Yellow

### **3.0 ORDERING INFORMATION.**

3.1 The quantity and color of delineators is to be as shown in the order.

### **4.0 CERTIFICATION.**

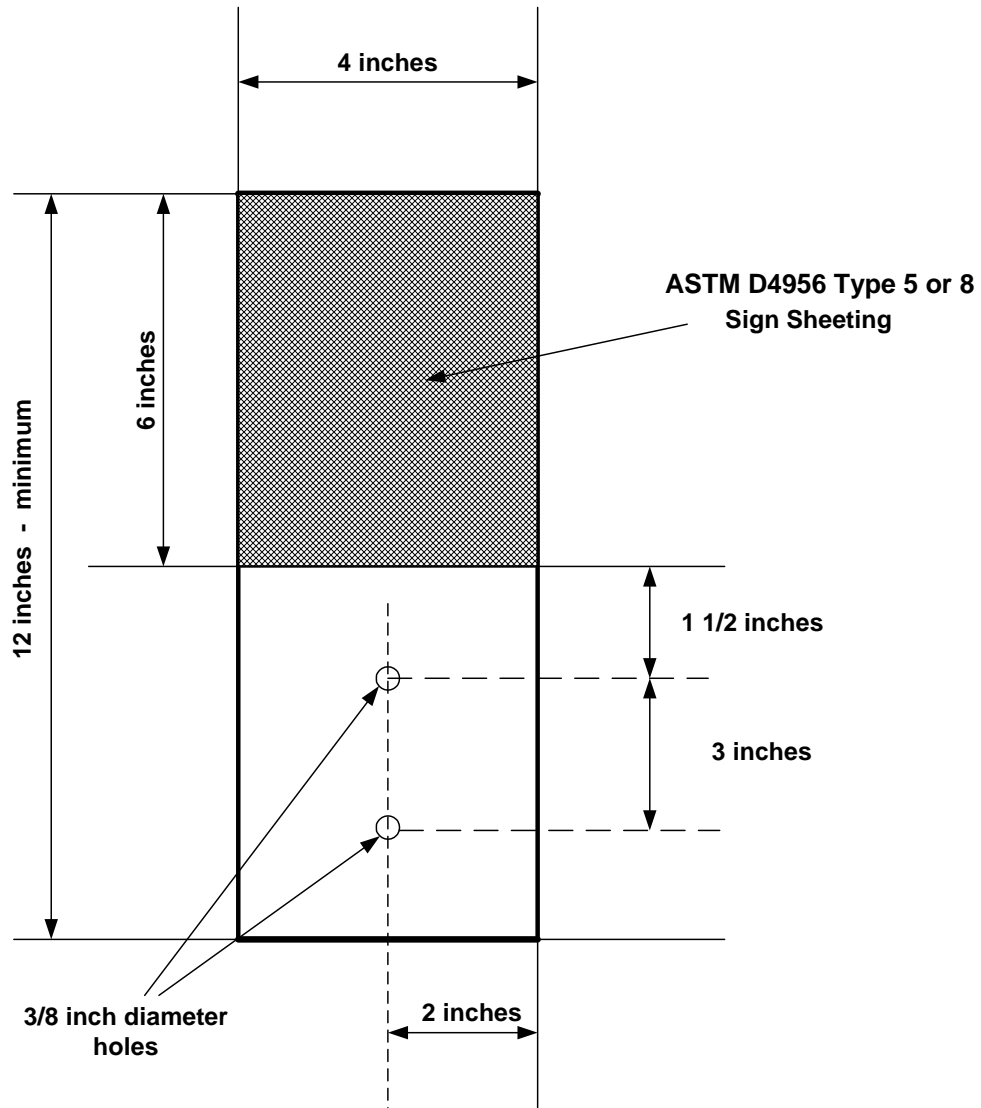
4.1 The bidder must supply sample delineators and certifications during the bidding process. Material certification sheets indicating the manufacturer, color and series number of the reflective sheeting are required prior to award. One of each delineator color combination listed on the bid request must be submitted for review. Furnished samples must fully comply with the requirements of the specification prior to award. Failure to comply will remove the supplier from the bid process.

### **5.0 ACCEPTANCE.**

5.1 Acceptance will be based on acceptable certifications and results of tests performed on the samples taken by the department at destination. The department may sample and test delineators at any time.

### **6.0 REJECTION.**

6.1 If tests performed by the department indicate non-compliance with the requirements of this specification, the entire shipment will be rejected.



**MoDOT Guardrail Delineator**





## **BARRIER WALL DELINEATORS MGS 06-02B**

**1.0 DESCRIPTION.** This specification covers barrier wall delineators

### **2.0 MATERIALS.**

2.1 Delineator Body. The delineator shall be manufactured from a white, high impact, weather-resistant plastic, extruded as a single piece.

2.2 Dimensions. The thickness of the body of the delineators shall be minimum of 0.08 inches. The length and width of the delineator shall be in accordance with the drawing. Two one-quarter inch holes shall be provided in accordance with the attached drawing.

2.3 Sheeting. Retro-reflective sheeting meeting the latest version of ASTM D4956 Type 5 or 8 requirements shall be used. The sheeting shall nominally be 4 inches wide by 3 inches tall and placed on the delineator body as shown in the attached drawing. Sheeting may be placed on one or both sides of the delineator body per the following table. Reflective sheeting shall follow guidelines outlined in Section 1042.2.7 for correct application of sheeting to delineator body.

Delineator Description	Sheeting Color	
	Front Side	Back Side
Single White	White	NA
Single Yellow	Yellow	NA
White/ Red	White	Red
Yellow/ Red	Yellow	Red
White/ White	White	White
Yellow/ Yellow	Yellow	Yellow

### **3.0 ORDERING INFORMATION**

3.1 The quantity and color of delineators is to be as shown in the order.

### **4.0 CERTIFICATION**

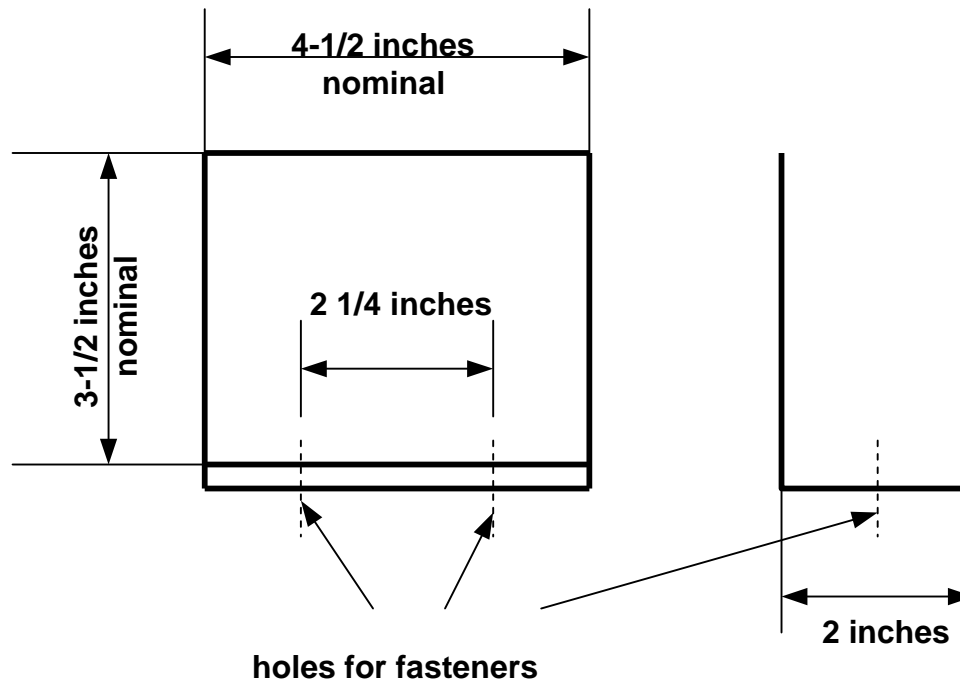
4.1 The bidder must supply sample delineators and certifications during the bidding process. Material certification sheets indicating the manufacturer, color and series number of the reflective sheeting are required prior to award. One of each delineator color combination listed on the bid request must be submitted for review. Furnished samples must fully comply with the requirements of the specification prior to award. Failure to provide any of the requested information will remove the supplier from the bid process.

### **5.0 ACCEPTANCE.**

5.1 Acceptance will be based on acceptable certifications and results of tests performed on the samples taken by the department at destination. The department may sample and test delineators at any time.

### **6.0 REJECTION.**

6.1 If tests performed by the department indicate non-compliance with the requirements of this specification, the entire shipment will be rejected.

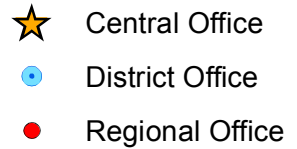


Delineator to have a minimum of 2 primary holes spaced as shown above. If additional holes are provided they shall be “in line” parallel to the face of the delineator.

4 inch by 3 inch ASTM D4956 Type 5 or 8 sign sheeting applied to either or both faces

## MoDOT Barrier Wall Delineators

# District Map



6/27/2011

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 (6<sup>th</sup>) 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.