

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES

PO Box 270, Jefferson City, MO 65102(Mailing Address)
830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

REQUEST NO.	3-161129RW
DATE	November 17, 2016

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

2:00 PM, Central Time, November 29, 2016

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

BID 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

See attached District Map

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Robin Warren, Sr. General Services Specialist	BUYER TELEPHONE:	(573) 526-7929
BUYER EMAIL:	Robin.Warren@modot.mo.gov		

SUPPLIES OR SERVICES

MoDOT is seeking bids from authorized dealers whom can provide bids for the **GOLIGHT Stryker H.I.D. Searchlights and Accessories** (*NO SUBSTITUTIONS*), with a contact period from January 1, 2017 through December 31, 2017.

All pricing to be provided on Pricing Table on Page 2 of bid document.

MoDOT does not estimate nor guarantee any orders will be placed with the contractor. Orders will be placed on an as needed basis.

*****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.**

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

Pricing Table

Line Item	Model Number	Description	Unit Price
001	30001 w/30200	GOLIGHT Stryker HID with Wireless Hand-Held Remote in White with additional Dash-Mount Wireless Remote	
002	30511 w/30200	GOLIGHT Stryker HID with Wireless Hand-Held Remote in Black with additional Dash-Mount Wireless Remote	

Replacement Parts – ***Pricing required in table below but not used in determination of bid award***

003	30100	GOLIGHT Stryker Hand-Held Wireless Remote	
004	Phillips D1S	85V 35w XenStart Gen3 Bulb	

NOTE:

Both Line Item 001 and Line Item 002 shall come with both a wireless dash-mount remote and wireless hand-held remote, both of which operate the unit upon delivery to MoDOT.

Bid Award: Bid award will be based on an “All or None Basis” to the lowest responsive bidder for Line Items 001 through 002.

Delivery Time: 30 days ARO

Contract Period: January 1, 2017 through December 31, 2017

Renewal Period: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the original contract period prices for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period. Any request for a price increase must include justification documentation for such request.

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

Company _____ Signature _____

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 (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: center; border: none;"><u>M/WBE Name</u></th> <th style="text-align: center; border: none;"><u>Percentage of Contract</u></th> <th style="text-align: center; border: none;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</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 <u>not</u> 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

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the MoDOT specifications.

Each bidder is asked to indicate below whether they would be willing to offer **GOLIGHT Stryker HID and accessories** listed in the attached "Request for Bid" 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 **GOLIGHT Stryker and accessories** 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 _____

Bidder should complete the appropriate sections of form and submit with bid.

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.

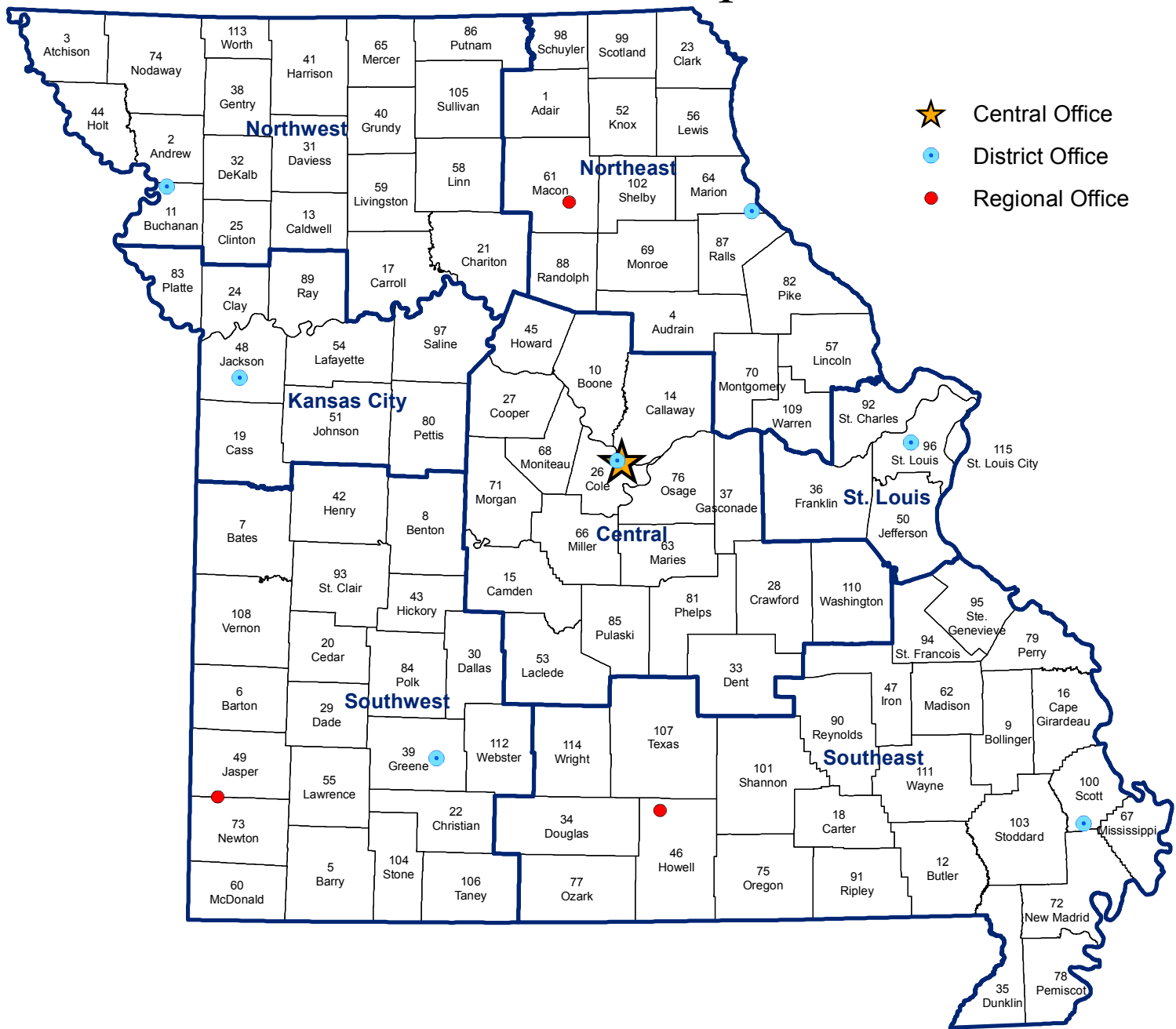
Non-Waiver

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.

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		

