

BID FORM

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

| | |
|-------------|---------------|
| REQUEST NO. | 5-160720TV |
| DATE | July 11, 2016 |
| | |

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

2:00 pm., Local Time, July 20, 2016

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING EQUIPMENT.

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

Submit net bid as cash discount stipulations will not be considered

1510 East Elm Street

Jefferson City, MO

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET
FOR OPENING.

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

BUYER TELEPHONE: 573-522-4404

GOLF CARTS

This Request For Bid seeks bids from qualified organizations to provide Golf Carts in accordance with the following pages. MoDOT will receive bids at the following **mailing address: P.O. Box 270, Jefferson City, MO 65102-0270**, or hand-delivered in a sealed envelope to the following **physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109** until 2:00 p.m., July 20, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at:

Components of Agreement: The Agreement between MHTC and the successful Bidder(s) shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB and the bid submitted by the Bidder in response to the RFB. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

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

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

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

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.2 The purpose of this Request for Bid (RFB) is to solicit competitive sealed bids from bidders to provide **seven (7) Golf Carts** in accordance with the requirements stated herein. Each bid must be mailed in a sealed envelope to the RFB Coordinator indicated below. Bids can also be hand-delivered in a sealed envelope to the RFB Coordinator. All questions regarding the RFB shall be submitted to Tom Veasman. Bids must be returned no later than **July 20, 2016 at 2:00 p.m., CDT** in a sealed envelope clearly marked "**5-160720TV Golf Carts**".

RFB Coordinator:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

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

PHYSICAL ADDRESS:

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

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

PHONE: 573-522-4404

E-MAIL: tom.veasman@modot.mo.gov

1.3 General Information:

- 1.4 The purpose of this document is to solicit competitive sealed bids from bidders for the purchase of **Golf Carts** by the Missouri Dept. of Transportation (MoDOT) in accordance with the requirements stated herein.
- 1.5 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page
 - 5) Buy America Certification Form
 - 6) Vendor Information and Preference Certification Form
 - 7) Terms and Conditions

2. SCOPE OF WORK

- 2.1 Award will be made by **July 22, 2016** and bid prices should be firm for purchase until this date. If longer, the bidder agrees to honor quoted prices for _____ calendar days after July 22, 2016. Delivery must be made within 30 days after receipt of order.
- 2.2 The bidder shall demonstrate prior to acceptance that the equipment complies with the enclosed specifications and that the unit is complete and ready for use. MoDOT shall have the right to inspect and test drive units prior to acceptance. All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive. MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.
- 2.3 **Delivery Requirements:** Bidders will provide a **NET DELIVERED FIRM PRICE - FOB** MoDOT (Missouri State Highway Patrol General Headquarters – Warehouse, 1510 East Elm Street, Jefferson City, MO 65101, Phone: (573) 751-3313 with all delivery, handling, surcharges, and other charges included in the bid price.

3. BID SUBMISSION

- 3.1 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and time specified for the opening of bids.
- 3.2 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- 3.3 Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

- 3.4 Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.5 MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.6 **BID AWARD CRITERIA** - Award of bid will be based on the “lowest bid” principles.

4. PRICING PAGE

Golf Carts, meeting the specifications listed below, **NET DELIVERED PRICE** to the Missouri State Highway Patrol General Headquarters – Warehouse, in care of Captain John Hotz, Missouri State Highway Patrol, 1510 East Elm Street, Jefferson City, MO 65101. Phone: (573) 526-6266

Golf Carts must meet the following minimum specifications:

UNIT SPECIFICATIONS:

1. Golf Carts must be produced in the U.S. in accordance with the Buy America Act
2. Buy America Certification Form **MUST** be included with bid.
3. New 2016 or 2017 model
4. Gas Powered (4 stroke)
5. Not required to be street legal
6. 4X2
7. Minimum seating capacity of 2
8. Windshield and top required
9. Minimum of 11 horsepower
10. Minimum fuel capacity 5 gallons
11. Minimum wheelbase 64"
12. Tires: 18-8.50-8 (Minimum 4 ply)
13. Battery: 12 Volt maintenance free
14. Bumpers: Front and rear
15. Color: To be selected at time of order from manufacturer's list of those available
16. Hard copy of any available operator/service manuals
17. Minimum Warranty:
 1. Lifetime warranty on frame
 2. 4 years – Suspension (Steering gearbox, steering column, shocks and leaf springs), seats, pedal group (Pedal assemblies, brake assemblies, brake cables and motor brake), canopy, batteries and major electronics
 3. 3 years – Powertrain (Gasoline engine, axle, starter, air intake and exhaust system), Body group (Front and rear cowls, side panels and instrument panel), Other electrical components (solenoid, limit switches, voltage regulator, F&R switch, charger cord and charger receptacle)
 4. 2 Year – All remaining components

MAKE/MODEL/YEAR: _____

U. S. LOCATION UNITS WERE MANUFACTURED: _____

UNIT PRICE (F. O. B. MSHP GHQ - Warehouse) \$_____ (Per Golf Cart)

5. Buy America Certification Form

Buy America Requirement - The bidder agrees to comply with 23 U.S.C. 313 Buy America Act, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in Highway Safety-funded projects are produced in the United States, unless a waiver has been granted by the Secretary of Transportation or the product is subject to a general waiver.

A bidder or offeror must submit to the Highway Safety grant recipient the appropriate Buy America certification (below) with all bids on Highway Safety-funded contracts, except those subject to a waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of golf carts.

Certificate of Compliance with 23 U.S.C. 313.

The bidder hereby certifies that they **will comply** with the requirements of 23 U.S.C. 313.

Date _____

Signature _____

Company Name _____

Title _____

6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

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: <i>If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u></i> | | | | | | | | | | |
| 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;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> | | <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> | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| <i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i> | | | | | | | | | | |

Preference Certification

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

| | |
|---|--|
| <u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> 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 |
| | |
| | |
| <i>If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u></i> | |
| <u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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 |

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Liquidated Damages

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