

MISSOURI DEPARTMENT OF TRANSPORTATION **BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR BID

THIS DOCUMENT MUST BE RETURNED AS A SEALED BID

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

TODAY'S DATE: MARCH 12, 2015	BID DUE BY: MARCH 25, 2015 BY 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE DELIVERED/COMPLETED BY: PLANT PICKUP AS NEEDED, WHEN NEEDED	BID #: KC-B15-017 **SEALED BID** THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: JUDY M. FRANKE, CPPB SR. PROCUREMENT AGENT 816-347-4111 JUDY.FRANKE@MODOT.MO.GOV

District Mailing Address:

Missouri Department of Transportation

Attn: Judy M. Franke, CPPB **Procurement Division**

600 NE Colbern Road Lee's Summit, MO 64086 Project Location(s):

KANSAS CITY DISTRICT - PLANT PICKUP ONLY Kansas City Counties Shown on Map (Page 9)

AGGREGATE PRICE AGREEMENT

The Kansas City District requests pricing to establish a fixed price agreement on various aggregate materials for drainage, routine maintenance and pavement repairs from April 1, 2015 through March 31, 2016. Prices are to remain firm for pick up only, no deliveries. MoDOT reserves the right to request an independent proposal for larger projects.

Award of this bid will be made on an "Item by Item" basis using the "lowest and best" principle of award. In the event of tie low bids, MoDOT reserves the right to establish the method to be used in determining the award. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

Vendor selection, per project, will be based on availability, cost and distance to the project site. Should economic conditions warrant a price adjustment and/or additional plants are established within the Kansas City Area, submit pricing on or before the last Monday of the month and the price will be effective beginning the following month. All revisions will be posted on the GS Bidding Web Page as updates occur.

Material must meet specifications as described in the 2011 Missouri Standard Specifications for Highway Construction Edition http://www.modot.org/business/standards_and_specs/highwayspecs.htm , and any revisions thereto, except as revised herein.

Submit pricing on Page(s) 2 and 3 below. It is not necessary to bid on all line items, enter pricing for line items which your plant supplies. If you have seasonal product types feel free to list a price for those product lines and write "if available" in the vendor notes, so we have pricing for those specialized products throughout the year.

COMPANY NAME:

PRICING PAGE(s)

Aggregate Materials for Plant Pickup Kansas City District - Bid # KC-B15-017

VENDOR NAME:		•				
	Name of the Bidder's Firm	Signature of Authorize	d Representative	Ph	one Number	
PLANT NAME:						
	Plant Name	·	Plant F	Phone Num	nber	
PLANT ADDRESS:		,				
_	Physical Address	City	, -	State	Zin Code	

For Multiple Plants Print Extra Copies of the Pricing Page(s).

Commodity Descriptions Have Been Updated to Match Various Bidder's Product Lines

Note: As needed, use the <u>VENDOR REMARKS Column Below</u> for any notations that will assist in pricing your material type(s), specifications, if available, not agricultural lime, product id numbers to assist with billings, exact size if not listed, etc.)

COMMODITY DESCRIPTION	U/M	U/M	PRICE/TON	VENDOR REMARKS
Aggregate Bit Mat for Bituminous Surfaces (Spec 1)	1004 Grade 1	Ton	\$	
Aggregate 3/8" Screening	100% passing 3/8"	Ton	\$	
Aggregate 1/4" Maintenance Chips		Ton	\$	
Aggregate for Seal Coats ½" or 3/8" Chips (Spec. 4)	1003 Grade C	Ton	\$	
Aggregate for Seal Coats ½" or 3/8" Clean Chips	1003 Grade B	Ton	\$	
Aggregate 1" Base - Surface Stone (Spec 8)	1007.2 Type 1	Ton	\$	
Aggregate 1" Base - Surface Stone	1007.2 Type 5	Ton	\$	
Aggregate 1" Commercial Base		Ton	\$	
Aggregate 2" Base	1007	Ton	\$	
Aggregate Screenings		Ton	\$	
Aggregate Lime Screenings		Ton	\$	
Aggregate Course Lime Screenings		Ton	\$	
Aggregate Ag Lime		Ton	\$	
Aggregate Waste Screenings (Crush Run Fill Rock)		Ton	\$	
Aggregate Clean Coarse 3/8"		Ton	\$	
Aggregate Clean Rock ½"		Ton	\$	
Aggregate Clean Rock 5/8"		Ton	\$	
Aggregate Clean Rock ¾"		Ton	\$	
Aggregate Clean Rock 1"		Ton	\$	
Aggregate Road Rock 1"		Ton	\$	
Aggregate Dirty Rock 1"		Ton	\$	
Aggregate Clean Rock 11/2"		Ton	\$	
Aggregate Road Rock 1 1/2"		Ton	\$	
Aggregate Clean Rock 2"		Ton	\$	
Aggregate Clean Rock 3"		Ton	\$	
Aggregate Clean Rock 4"-6"		Ton	\$	

Aggregate 4" Base / 4" Minus		Ton	\$
Aggregate Clean Rock 8"		Ton	\$
Aggregate Surface Stone 1" Mailbox Rock (Spec 3)	1006.2 Grade A&B	Ton	\$
Aggregate Crushed Stone 1" Road Rock (Spec 3)	1006.2 Grade B	Ton	\$
Aggregate Surface Stone 1" (Gravel)	1006.3 Grade A	Ton	\$
Aggregate Surface Stone 1" (Crushed Stone)	1006.3 Grade B	Ton	\$
Aggregate Surface Stone 1" (Chat)	1006.3 Grade C	Ton	\$
Aggregate, Cinders, Coal Slag, (100% passing 3/8" sieve)		Ton	\$
Aggregate, Clean Cinders		Ton	\$
Aggregate, Dirty Cinders		Ton	\$
Sand, Manufactured (Fine Aggregate)	1002.3.1	Ton	\$
Sand, Natural Creek Washed (Spec. 6)	1005.3.1	Ton	\$
Iron Mountain Chips /Trap Rock/Crushed Porphyry	1003 Grade A	Ton	\$
Aggregate Snow and Ice Control Chips (Spec 5)	1006 Limestone Only	Ton	\$
Aggregate Rubble or Shot Rock (All Sizes)		Ton	\$
Quarry Run		Ton	\$
Aggregate Box Rock 4"-6"		Ton	\$
Aggregate Box Rock 6"-9"		Ton	\$
Aggregate Ditch Liner		Ton	\$
Aggregate 1"-6" Rip Rap predominantly 3" - Ditch Liner	609.60.2.1 Type 1	Ton	\$
Aggregate Ditch Liner 4"		Ton	\$
Aggregate 3-10" Rip Rap predominantly 6" - Ditch Liner	609.60.2.2 Type 2	Ton	\$
Aggregate 4-20" Rip Rap predominantly 12" - Ditch Liner	609.60.2.3 Type 3	Ton	\$
Aggregate 18" Rip Rap		Ton	\$
Aggregate 6-28" Rip Rap predominantly 19" - Ditch Liner	609.60.2.4 Type 4	Ton	\$
Aggregate 19" Rip Rap 24"		Ton	\$
Aggregate Rock Blanket		Ton	\$
Aggregate Rock Blanket (40%, 1 cubic ft. or more)	611.30.2 Type 1	Ton	\$
Aggregate Rock Blanket (60%, 1 cubic ft. or more)	611.30.2 Type 2	Ton	\$
3-Foot Rock predominantly 3' with 0% < 2' and 0% > 4'		Ton	\$
Aggregate Concrete Stone		Ton	\$
Aggregate Gabion Stone	611.70.2.2	Ton	\$

	Ton	\$
	Ton	\$
	Ton	\$

PLANT NAME:		
	Plant Name	Plant Phone Number

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above in a Sealed Envelope or hand delivered to the General Services Building located at 600 NE Colbern Road, Lee's Summit, Mo 64086.

Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

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.

VENDOR NOTES				
VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.				

MoDOT purchase orders must be issued to the invoicing company ("Remit To") address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the "remit to" company/address in the vendor notes section (above) to ensure timely payment.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Contact Information (including area codes):

	Phone #:			
	Cellular #:			
Email Address:	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 abo Missouri offices or places of business:	ve is not located in the State of Missouri, list the address of			
If additional space is required, please attach an additional sheet and ide	entify it as Addresses of Missouri Offices or Places of Business.			
M/WBE INFORMATION: List all certified Minority or Women Busin				
Include percentages for subcontractors and identify the M/WBE cer M/WBE Name Percentage of				
If additional space is required, please attach an additional sheet and ide	entify it as <u>M/WBE Information</u>			
	Certification cable 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 an	d 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				
	he management and daily business operations of which are controlled by one or more service-disabled veterans.			
<u>Veteran Information</u>	<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			

Vendor Name/Mailing Address:

NOTICE OF COOPERATIVE PURCHASING

MoDOT is interested in assisting Missouri governmental entities, 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 (AGGREGATE MATERIALS) listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 (AGGREGATE MATERIALS) meeting MoDOT 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.

Y.	ES	NO
	shout the state on MoDOT bids become your location that would be offere	ause of different delivery destinations, please d as described.
F.O.B. Location		
Indicate the deadline dat	e that orders will be accepted	
COMPANY NAME		
ADDRESS		
E-MAIL		
PHONE NUMBER		
SIGNATURE		
TITLE		
DATE		

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. <u>Sanctions for Noncompliance:</u> 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 <u>providing services</u> 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.

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Temporary Suspension of Work

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

Missouri Department of Transportation District Map

