

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
3602 North Belt Highway
St. Joseph, Missouri 64506-1399

REQUEST NO.	NW-13-064		
DATE	February 15, 2013		
PAGE NO.	1	NO. OF PAGES	9

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

10:00 AM, C.D.T, February 26, 2013

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

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

Submit net bid as cash discount stipulations will not be
considered

BUYER: Brenda Christie, CPPB

BUYER TELEPHONE: 816-387-2430

ANNUAL CONCRETE PRICE AGREEMENT

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to establish pricing for concrete for routine projects. The issuance of the RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

Return sealed bid to the address shown at the top of this page.

All questions regarding this RFB shall be submitted to the RFB Buyer.

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 the RFB Process.

NO FAXES WILL BE ACCEPTED.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Email _____

Fax No.: _____

By (Signature): _____

Type/Print Name _____

Title: _____ **1**

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

Is your firm DBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified vendors to establish pricing to allow district maintenance crews to call suppliers and order concrete on an "as-needed-basis" using quoted prices from the attached bid pricing page. Prices submitted by vendors must contract period of March 1, 2013 through February 28, 2014. Each bid must be mailed in a sealed package, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified, at the office of:

RFB COORDINATOR:

Ms. Brenda Christie
Missouri Department of Transportation
Procurement Office
3602 North Belt Highway
St. Joseph, Missouri 64506-1399

Phone: 816-387-2430

1.2 General Information:

- 1.2.1 Organization: This RFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Other Contractual Requirements
- 4) Bid Submission
- 5) Pricing Page
- 6) Vendor Information & Preference Certification Form
- 7) Terms and Conditions

2. SCOPE OF WORK

2.1 Required Specifications and Requirements:

2.1.1 All material must comply with Section 613 Pavement Repair and Sections 501 of the Missouri Standard Specifications for Highway Construction, 2011 Edition and any revisions thereto.

a. Pavement Repair Concrete

Northwest Construction and Materials may verify a **trial** mix throughout the year to determine the approximate cure time needed to achieve the required compressive strengths as outlined in Sec. 613.10.2 of the 2011 Missouri Standard Specifications for Highway Construction. The producer and MoDOT will coordinate their activities in providing the trial mix with MODOT performing testing of the proposed mixture. MoDOT reserves the right to request a new trial mix if it is determined that field conditions vary substantially from trial mix conditions.

- b. Cement shall comply with the requirements of Section 1019 of the standard specifications. Type III cement or Type I may be used.
- c. Source of mix design are to be given to Northwest materials department, who will review and approve the job mix. MoDOT will add liquid calcium chloride on the project. The concrete consistency (slump) to be coordinated between supplier and MoDOT.
- d. Calibration and verification of batching plants, plus all equipment for batching and hauling of concrete, shall comply with the applicable provisions of Section 501 of the Missouri Standard Specifications for Highway Construction.
- e. The supplier shall certify each load. A statement similar to the following shall appear on each ticket:
"We certify the material was batched and furnished in accordance with Section 501 of the Missouri Department of Transportation Standard Specifications and per job mix _____."
Certified by _____".
- f. The job mix will provide dry batch weights. The supplier is responsible to correct for moisture conditions. Batch weights are to be documented and available for inspection by Missouri Department of Transportation for 60 days after the pour date.

2.2 Delivery Requirements:

2.2.1 Supplier should note that delivery of concrete is needed to assure the closed lane is open the same day. Therefore, MoDOT reserves the right to use any source to assure timely deliveries.

2.2.2 MoDOT reserves the right to immediately cancel an order and move to the next low bidder if delivery is not made within the specified time.

2.2.3 The concrete plant shall furnish to MoDOT with each truck load of concrete before unloading at the site, a delivery ticket.

3. OTHER CONTRACTUAL REQUIREMENTS

- 3.1 Escalation Clause - Should economic conditions warrant a price adjustment, a letter of explanation must be submitted to this office. A letter must be submitted by fax or email to the Buyer, Brenda Christie, indicating the circumstances behind the price increase. Changes must be submitted by the last Monday of a month, and the new price will go into effect the first day of the following month.
- 3.1 Prior to any contract issuance, the Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Registration of business name (vendors MUST submit a bid correctly and accurately identifying the company name registered to do business in the State of Missouri).
- 3.1.1 The compliance to conduct business in the state shall include but may not be limited to:
 - a. Registration of business name (vendors MUST submit a quote correctly and accurately identifying the company name registered to do business in the State of Missouri). Awarded vendor also be in Good Standing with the Secretary of State's Office. Their phone number is (573) 751-4936.
 - b. All vendors must be House Bill 600 compliant Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.
 - c. 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.

4. BID SUBMISSION

- 4.1 All bids must be received in a sealed package clearly marked "NW-13-064 Annual Concrete".
- 4.1.1 All bids must be received at the office of the RFB Coordinator as outline in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 4.1.2 Contract Award: This bid will be a 'Multiple Award' bid where no one bidder is the apparent low bid. MoDOT reserves the right to choose a supplier, based on cost, availability of product, and distance to repair site. MoDOT personnel will use these prices in their selection to determine the best price that best serves the interest of MoDOT.
 - a. "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".
 - b. Additional vendors may be added at a later date to best serve the interests of MoDOT.

5. BID PRICING PAGE

[illegible]

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

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

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.**

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

M/WBE Name

Percentage of Contract

M/WBE Certifying Agency

If additional space is required, please attach an additional sheet and identify it as **M/WBE Information**

Preference Certification

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

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.**

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

**Missouri Highways and Transportation Commission
Standard Bid 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.

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

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.

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.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.