

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

Procurement Office
3602 North Belt Hwy.
St. Joseph, MO 64506

REQUEST NO.	NW-14-030
DATE	August 14, 2013
PAGE NO.	1 NO. OF PAGES 7

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

Wednesday August 28, 2013 1:00:00 PM CST

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
Deliver to: Missouri Department of Transportation
4718 S. 169 Hwy.
St. Joseph, MO 64507

Bid Closes August 28, 2013, 1:00:00 PM CST.

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS MUST BE EXTENDED AND TOTALED.**

BUYER: Darrel Butcher

BUYER TELEPHONE: 816-387-2469

ITEM NO.	SUPPLIES OR SERVICES	QTY UNITS	UNIT PRICE	EXTENDED PRICE	DELIVERY DATE
001	<p>SLIP-IN ROAD STRIPER ROADLAZER OR EQUIVILANT (single person operation) 2 Paint / 2 Pump Slide-In Mounting Frame 2-Pump Gun Arm Adjustable Gun Arm Beam Controls Camera System Simple Guide System <i>(see page 2 for detailed specifications)</i></p>	1			
002	<p>Gun Lift / Winch Kit Final product shall be assembled by vendor and delivered to MoDOT in St. Joseph, MO, training shall be supplied by vendor and (1) operating manual (1) repair manual. Please include delivery date to St. Joseph, MO (ARO)</p>	1			
	TOTAL ORDER EXTENSION			\$	

Date: _____
Telephone No.: _____
Fax No.: _____

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

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT OFFICE
ST, JOSEPH, MISSOURI**

August 14, 2013

PROCUREMENT OFFICE: Is accepting bids for One (1) **RoadLazer Slip-In Road Striper or Equivalent Model**. Equipment must meet all specifications identified below. Please send specification of equipment with your bid response.

Buyer: Darrel Butcher

Please mail your bid for supplying the equipment by **August 28, 2013 1:00:00 PM CST**. The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time.

Required Specifications: At a minimum the equipment must include the following:

**SLIP-IN ROAD STRIPER
ROADLAZER (Option 8) OR EQUIVILANT
(single person operation)
2 Paint / 2 Pump System
Slide-In Mounting Frame
2-Pump Gun Arm
Adjustable Gun Arm Beam
Roadlazer Controls – 12Vdc
Roadview camera System-12Vdc
Simple Guide System**

The Equipment shall meet or exceed these functions or abilities:

- It shall be capable of operating by a single person. Two man models will not be acceptable.
- It must have the ability to use PM Beads for application
- It must be equipped with a 2 pump system for a two paint application (simultaneously).
- Slide-In Mounting frame.
- 150k bead tank capacity
- 2 Pump Gun Arm
- Must have an adjustable Gun Arm Beam which positions the spray guns closer to the pivot point of the vehicle and be able to move from centerline to edge-line applications without tools.
- Roadlazer Roadpak Controller or equivalent, 12Vdc, with distance calibration, pump calibration, Set Gun delays, setup, marker mode layout and diagnostics.
- Roadlazer Roadpak Camera System or equivalent, with LCD monitor and bracket, 12 Vdc
- Must be equipped with a Simple Guide System (2 tubes, Clamps, Red Stick)
- Must have a Gun Lift / Winch Kit applicable to model bid. This should include a winch, with mounting brackets and wiring to connect to striper unit. It should be able to be easily moved from one side of the vehicle to the other side.
- This unit must be able to be used by a single individual; this includes the vehicle and the striper unit being controlled by one person. To elaborate, the driver of the vehicle will be able to run the striper from the vehicle.

Please include all associated costs, including delivery within your bid. Include delivery date to St. Joseph, MO in your bid.

ADDITIONAL REQUIREMENTS

Delivery Requirements: The equipment will be delivered to MoDOT, 4718 S. 169 Hwy. St. Joseph, MO, 64507. One (1) copy of Operator Manual and one (1) copy of Maintenance Manual shall accompany the equipment.

Environmental fees, fuel surcharged and/or any other miscellaneous charges **WILL NOT** be accepted on any invoice. Freight costs must be included in the unit price quoted and not listed as a separate line item.

Award of this request for quotation will be made on an **“All or Nothing”** basis using the “lowest and best” principle of award, meeting MoDOT’s specifications. Bids should be mailed or delivered to Missouri Department of Transportation, 3602 North Belt Hwy. St. Joseph, MO 64506. Bids are to be returned in an envelope plainly marked **NW-14-030 Slip-In Road Striper.**

The Department does not recognize the **U.S. Mail, United Parcel Service, Air Express, or any other organizations**, as it’s agent for purposes of accepting proposals for sealed bids. Any proposal arriving at the designated office after the deadline specified will not be considered.

The Department of Transportation is exempt from Missouri State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE THESE TAXES IN THE BID, AS AN EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.**

By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri.

The attached form identified as **“PREFERENCE IN PURCHASING PRODUCTS”**, **“MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT”** and **“ANTI-COLLUSION STATEMENT** shall be included in your bid response. The right is reserved by the Department of Transportation to reject any or all bids and no award is final until formally approved by the Department.

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.

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".

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:

<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

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:

- 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

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.

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.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's personnel.
- b. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.