



MISSOURI DEPARTMENT OF TRANSPORTATION NORTHWEST DISTRICT SOLICITATION GUIDELINES AND DOCUMENTATION

REQUEST FOR 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: SEPTEMBER 24, 2014	RESPONSES DUE NO LATER THAN: OCTOBER 8, 2014 @ 01:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
TO BE DELIVERED BY: OCTOBER 29, 2014	REQUEST # NW-15-062 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: BRENDA CHRISTIE, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (816)-387-2430
Return Sealed Bid Mailing Address: MoDOT – Northwest District Procurement 3602 North Belt Highway St. Joseph, Missouri 64506-1399		Delivery Locations: MoDOT – Northwest District Refer to the Address/Location Cross-Reference List Below

MoDOT is seeking bids from vendors who can delivery **Spec. 6 Natural (River) Sand Only** to maintenance buildings.

Item	Delivery Location	Qty	U/M	Description	Unit Price (Delivered) (per ton)	Unit Price Extension (Delivered) (total cost)
1	Trenton (Grundy County)	1,000	Ton	Spec. 6 Natural (River) Sand Only Section 1005.3, Fine Aggregate Meeting the following gradation requirements: Sieve 3/8" No. 4 No. 200 % Passing 100 85-100 0-8	\$	\$
2	Mound City (Holt County)	1,000	Ton	Spec. 6 Natural (River) Sand Only Section 1005.3, Fine Aggregate Meeting the following gradation requirements: Sieve 3/8" No. 4 No. 200 % Passing 100 85-100 0-8		

MoDOT – Northwest District - Address/Location Cross-Reference

Facility	County	Address	City	Zip	Location
Trenton	Grundy	230 East Hwy 6	Trenton	64683	Rt. 6 – 2 miles e/o Rt. 65
Mound City	Holt	24876 Hwy 118	Mound City	64470	Rt. 118 – ¼ mile W I-29

Vendor Information

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
Email Address:	Phone #:
	Fax #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle).	Minority Business Enterprise (MBE)? YES NO Women Business Enterprise (WBE)? YES NO

SPECIAL TERMS AND CONDITIONS

Increase or Decrease Quantities

The quantities listed are MoDOT's best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities based upon budget constraints or changes in project requirements. The final quantity ordered by MoDOT shall be furnished at the same unit price.

Material

All materials shall comply with the 2011 Edition of the Missouri Standard Specifications for Highway Construction and any revisions thereto, except as revised herein:

MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

Delivery

The starting date is upon receipt of Notice to Proceed and the completion date for the delivery of the material shall be October 29, 2014. All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays, or Sundays unless a mutual agreement has been reached between the vendor or hauler and the appropriate MoDOT district office.

Belly dump beds are prohibited from use for delivery with this contract.

Ticket Requirements

The contractor's printer must be capable of keeping and printing cumulative totals for each item number in the contract. The contractor's printer shall produce a ticket in triplicate to accompany each truckload and shall be furnished to MoDOT. The ticket shall include the following information:

- a. Gross, tare and net weights (masses).
- b. Identification of the vehicle
- c. Current date and time
- d. MoDOT's Purchase Order Number
- e. Unique ticket number (may be preprinted on the ticket).
- f. Item, Specification Designation and Location

In the event the contractor lacks the ability to print a ticket, a manual ticket may be furnished, with the approval of the engineer. In the event of automatic ticket failure, the contractor may be permitted, without approval from the engineer, to furnish manually written tickets to complete that day's operation. The contractor shall understand and agree that vehicle scales shall adhere to section 310.4 of the Missouri Standard Specifications for Highway Construction, 2011 Edition. Per section 310.5.3 Measurement by Weight will be made by weighing each truck load on scales in accordance with section 310.4. Deductions will be made for any moisture in excess of 2.0 percent of the dry weight of the material. After deduction for excess moisture has been made, measurement will be made to the nearest ton for the total tonnage of material accepted. The contractor shall issue a ticket to all trucks hauling material adhering to section 404.2.13 of the Missouri Standard Specifications for Highway Construction, 2011 Edition.

Liquidated Damages Requirements

The contractor shall agree and understand that providing the aggregate in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event that contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

In the event the Contractor fails to provide the specified services for the aggregate in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$150.00 per day for each such delinquent day. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

Invoicing

The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Bid Submission

Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the Procurement Office no later than 01:00 p.m., Local Time, October 8, 2014.

RFB Coordinator:

Brenda Christie, Senior Procurement Agent, CPPB

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

Phone: (816) 387-2430

All bids must be received in a sealed package clearly marked "NW-15-062".

MoDOT reserves the right to reject any and all bids for any reason whatsoever.

Cost Determination

The low bid shall be determined by reviewing each line item separately.

Contract Award

Award of this bid will be made on an "Item-By-Item" basis after reviewing all options, and by using the "lowest and best" principle of award, providing the prices are acceptable. 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 will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for tabulation and award results.

F.O.B.

Price all materials as F.O.B. Destination. Delivery cost must be included in the unit prices & not listed separately.

Delivery – Additional Requirements

The Contractor shall furnish MoDOT with a planned delivery schedule at least 24 hours before starting delivery. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery. It will be necessary for a MoDOT representative to be present when material is delivered. No material will be accepted that has been dumped in the absence of the department's aggregate materials checker. The Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Deliveries will be a minimum of **500 Tons per Day**. No deliveries will be made during the period from 30 minutes before sundown to sunrise. No deliveries will be made outside of normal working hours, Saturdays, Sundays, or holidays unless specifically authorized by the engineer or a designated representative.

VENDOR NOTES

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

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:

- 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.

<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/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.

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

Preferences

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.

- a. 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.