

MISSOURI DEPARTMENT OF TRANSPORTATION
ST. LOUIS DISTRICT PROCUREMENT OFFICE
2309 Barrett Station Rd.
Ballwin, MO. 63021

REQUEST NO.	SL17-086-R6
DATE	February 14, 2017
PAGE NO.	1
NO. OF PAGES	7

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

10:00 AM, C.D.T, March 1, 2017

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

SUPPLIES OR SERVICES

BUYER: Cheryl Sprogoe
Cheryl.Sprogoe@modot.mo.gov

BUYER TELEPHONE: 314-205-7308

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to establish a price agreement with multiple vendors for Plant pickup of Bituminous Material from various plants by MoDOT staff and trucks on an "as needed/if needed" basis.

BB Bituminous base for full depth repairs
BP2 Bituminous pavement for pothole patching and surface repairs
EZ Street; UPM
QPR
Commercial Mix in specific locations
Only pre-qualified materials will be considered

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.

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:

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Is your firm MBE certified? ☐ Yes ☐ No

Is your firm DBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

1.0 Introduction:

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to establish a price agreement with multiple vendors for plant pickup of Bituminous Material from various Mix Plants, by MoDOT staff and trucks on an “as needed/if needed” basis..

- 1.1.1 When materials for routine projects are needed, MoDOT will use this price agreement to choose a vendor based on factors such as, cost analysis, availability, and the project proximity (hauling distance) from each Plant location.
- 1.1.2 Only Bituminous Materials that meet specifications as described in Sections 401.1 through 401.5.1 inclusive of the 2011 Missouri Standard Specifications for Highway Construction will be considered. **Only pre-qualified materials as shown on the pricing page will be considered, NO substitutions.**
- 1.1.3 It is understood that the quantities shown are estimated and the Missouri Department of Transportation does not guarantee to purchase those quantities, but they may be increased or decreased during the agreement period.
- 1.1.4 Agreement to commence from **March 1, 2017 until February 28, 2018.**
- 1.1.5 Pricing to remain firm except in cases of extreme market volatility or subject to change per MoDOT Asphalt Price Index through 2/28/18, letters of explanation must be submitted to Buyer of Record and must be received **no later** than the last Monday of a given month. New pricing shall be effective the first day of the following month.
- 1.1.5 MoDOT anticipates some night work, however, schedules and quantities are unknown at this time. Indicate on pricing page or separate sheet if necessary, Plants that would be available to supply material for night work, plant opening fees (if any), and/or flat rate or per ton and minimum quantities as required.

2.0 Estimated Annual Quantities:

- 2.2.1 Estimated District total of Plant Mix Bituminous **Hot Mix Material** that must be priced per type and plant location on Pricing Page. There is no purchase history for the different types of mix and MoDOT does not know what the quantities required for each type will be, only that the combined approximate total may be 46,000 tons.
- 2.2.2 Estimated District total of Plant Mix Bituminous **Cold Mix Material** that must be priced per type and plant location on Pricing Page, combined approximate total may be 3,000 tons.
- 2.2.3 Estimated District total of Plant Mix Bituminous **High Performance Cold Mix** that must be priced per type and plant location on Pricing Page, combined approximate total may be 800 tons.
- 2.2.4 Estimated District total of **SS1H (5 gallon buckets)** that must be priced per gallon /plant location on Pricing Page, approximate total may be 100 pails,

3.0 BID SUBMITTAL

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:

Ms. Cheryl Sprogoe
Missouri Department of Transportation
Procurement Office
2309 Barrett Station Rd.
Ballwin, MO. 63021
Phone: 314-205-7308

All bids must be received in a sealed package clearly marked "SL17-086-R6 Bituminous Material".

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

3.1 QUANTITIES AND PRICING

MoDOT does not guarantee any specific quantities that will be purchased. Please see attached bid pricing page 3.

3.4 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 factors such as, cost analysis, availability, and the project proximity (hauling distance) from each plant location. MoDOT reserves the right to issue separate independent solicitations for similar materials at any time during this period.

"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".

3.5 SPECIAL TERMS

Prior to any order issuance, the Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: 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.

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.

3.6 SPECIFICATIONS

Materials supplied under this price agreement shall comply with the quality and gradation requirements of the 2016 Edition of the Missouri Standard Specifications for Highway Construction and any revision thereto. The relevant section number from the spec book is listed when applicable.

MoDOT BID PRICING PAGE
ST. LOUIS DISTRICT
SL17-086-R6

St. Louis District Counties Include:

St. Louis City, St. Louis County, Jefferson, Franklin and St. Charles

(INDICATE IF LOCATION IS AVAILABLE FOR NIGHT OPENING, FEES, AND MINIMUMS)

Product Description	U/M	Pickup Unit Price	Plant Locations	Winter* Pickup Unit Price	Plant opening Fees- Night	MINIMUMS NIGHT	NIGHT COST TON
TYPE BB - BASE	Ton						
	Ton						
BP2	Ton						
	Ton						
EZ STREET	Ton						
	Ton						
COLD MIX	Ton						
	Ton						
UPM	Ton						
	Ton						
COMMERCIAL MIX	Ton						
	Ton						
SS1H (5- gallon pails)	Gal						
QPR	Ton						

COMPANY: _____ DATE _____

SIGNATURE _____ TITLE _____

*Winter Pricing December 1st through March 31st

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: <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> </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
<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: <ul 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>
<div style="border-top: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Service-Disabled Veteran's Name (Please Print)	<div style="border-top: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Service-Disabled Veteran Business Name
<div style="border-top: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Service-Disabled Veteran's Signature	<div style="border-top: 1px solid black; height: 20px; margin-bottom: 5px;"></div> 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.