

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT
2675 N. Main
Sikeston, MO 63801**

REQUEST NO.	SE16-B542-RJ
DATE	January 5, 2016

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

January 20, 2016, at 10:00 AM, 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
Various locations in the MoDOT Southeast District

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Tammy Baker, Sr. Procurement Agent
MAILING ADDRESS: MoDOT, PO Box 160, Sikeston, MO 63801
PHYSICAL ADDRESS: 2675 N. Main, Sikeston, MO 63801 (Hand-Deliveries Only)
BUYER TELEPHONE: 573-572-5369
BUYER EMAIL: tammy.baker@modot.mo.gov

SUPPLIES OR SERVICES

The Missouri Department of Transportation, Southeast District is seeking bids from qualified bidders to provide Polypropylene Culvert Pipe for a contract period from date of award through December 31, 2016.

*****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.

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

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

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

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

1. Introduction

- 1.1 The contractor shall provide Polypropylene Culvert Pipe to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from the Notice to Proceed through December 31, 2016, with the option for three (3) one-year renewal option periods.
 - a. If MoDOT exercises the renewal option, the contractor shall agree to all terms and conditions of this bid and all subsequent amendments. The requirements for future months shall remain the same. MoDOT does not automatically grant a price increase at the time of renewal.
 - b. In the event the contractor requests a price increase during the renewal period, the contractor must provide a written request and documentation justifying the need for a price increase and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse. In the event a price increase is granted due to an approved escalation, the renewal increase shall be based upon the current contract value.

2. Specifications

- 2.1 Polypropylene Culvert Pipe will be used for maintenance purposes. This material shall meet the MoDOT specification designated as Section 1041 of the **Missouri Standard Specifications for Highway Construction, Edition of 2011**, and any revisions thereto, unless modified by these specifications.
- 2.2 It will be the responsibility of the supplier to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate by MoDOT, and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.
- 2.3 All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

3. Quantities

- 3.1 Bidders must submit pricing on all items within the Southeast District.
- 3.2 MoDOT does not have estimated quantities. MoDOT does not guarantee any specific quantities will be required or ordered from the contractor. Bidders should submit pricing for an as needed, if needed basis.
- 3.3 MoDOT may issue orders throughout the duration of the contract on an as needed basis.

4. Delivery

- 4.1 All orders shall be delivered to various MoDOT maintenance facilities within the Southeast District as identified by each purchase order within 15 business days after receipt of order.
- 4.2 The contractor shall deliver the products specified herein to the following MoDOT locations:

Advance, MO 63730	Dora, MO 65637	Kewanee, MO 63869	Qulin, MO 63961
Alton, MO 65606	Ellington, MO 63638	Malden, MO 63863	Sikeston, MO 63801
Ava, MO 65608	Ellsinore, MO 63937	Marble Hill, MO 63764	Silva, MO 63964
Bellevue, MO 63623	Fredericktown, MO 63645	Mountain Grove, MO 65711	Ste. Genevieve, MO 63670
Bunker, MO 63629	Gainesville, MO 65655	Park Hills, MO 63601	Summersville, MO 65571
Cape Girardeau, MO 63780	Hartville, MO 65667	Patton, MO 63662	Van Buren, MO 63965
Centerville, MO 63654	Hayti, MO 63851	Perryville, MO 63775	West Plains, MO 65775
Charleston, MO 63834	Houston, MO 65483	Piedmont, MO 63957	Willow Springs, MO 65793
Dexter, MO 63841	Jackson, MO 63755	Poplar Bluff, MO 63901	West Plains, MO 65775
Doniphan, MO 63935	Kennett, MO 63857	Puxico, MO 63960	Winona, MO 65588

- 4.3 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.

- 4.4 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 contractor and the appropriate MoDOT district office.
- 4.5 The contractor shall give the appropriate District Office or other designated contact person(s) at least twenty-four (24) hours notice prior to making delivery to a maintenance facility.

5. Liquidated Damages

- 5.1 The contractor shall agree and understand that providing the material 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 the contractor fails to comply, the supplier shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 5.2 The supplier shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of MoDOT to pursue other appropriate remedies. The contractor shall understand and agree that this decision shall be final and without recourse.
- 5.3 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 5.4 A demonstrated inability to perform the requirements stated herein may result in suspension or debarment.
- 5.5 The liquidated damages shall either be deducted from the total amount due the supplier or paid by the supplier as a direct payment to MoDOT, at the sole discretion of MoDOT.

Performance:

- 5.5.1 In the event the material fails to meet specifications, the supplier must respond within forty-eight (48) hours to rectify the problem.

5.6 Delivery:

- 5.6.1 In the event the contractor fails to deliver material in accordance with the terms and conditions stated herein, the supplier shall be assessed liquidated damages in the amount of \$150 per day for each location for each delinquent day.
- 5.6.2 Should the contractor fail to deliver in accordance with the terms specified herein, MoDOT may, after notifying the vendor, purchase an acceptable product on the open market.
- 5.6.3 Nothing in the contract shall be construed as to relieve the supplier from responsibilities for delivery or the assessment of liquidated damages thereof.

6. Invoicing and Payment Requirements

- 6.1 The bidder shall provide a firm, fixed price for providing the deliverables/services in accordance with the provisions and requirements specified herein. All costs associated with providing the required deliverables/services shall be included on the pricing pages.
- 6.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 6.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

7. Bid Submission:

- 7.1 All bids must be received in a sealed envelope clearly marked **“Polypropylene Culvert Pipe”**.
- 7.2 All bids must be received at the following address no later than January 20, 2016 at 10:00 AM, CST.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Tammy Baker

PO Box 160
Sikeston, MO 63801

Mailing Address

2675 N. Main
Sikeston, MO 63801

Physical Address

- 7.3 The bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 7.4 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 7.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 7.6 **Cost Determination** – The unit of measure for this bid will be by linear foot or per each item. The low bid shall be determined by adding together the total cost for purchasing one linear foot or one item listed on the pricing pages for the Southeast district. This grand total will be used to determine the lowest bid for award purposes.
- 7.7 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
 - a. Award of this bid will be made on an “All-or-None” basis to the “lowest and best” responsive bidder for each district, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
 - b. Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 7.8 **Open Competition/Request for Bid Document**
 - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

PRICING PAGE

The bidder shall provide firm, fixed prices on the following PRICING PAGE in accordance with the terms of this request. All costs associated with providing the required **deliverables** shall be included in the prices stated below. Pricing must be established on all sizes listed.

SECTION A – Polypropylene Culvert Pipe			
DESCRIPTION COLUMN A	PRICE PER LF COLUMN A	DESCRIPTION COLUMN B	PRICE EACH COLUMN B
12" DIAMETER PP PIPE		12" COUPLER	
15" DIAMETER PP PIPE		15" COUPLER	
18" DIAMETER PP PIPE		18" COUPLER	
21" DIAMETER PP PIPE		21" COUPLER	
24" DIAMETER PP PIPE		24" COUPLER	
30" DIAMETER PP PIPE		30" COUPLER	
36" DIAMETER PP PIPE		36" COUPLER	
42" DIAMETER PP PIPE		42" COUPLER	
48" DIAMETER PP PIPE		48" COUPLER	
60 DIAMETER PP PIPE		60" COUPLER	
SUBTOTAL OF ALL LF (COLUMN A)			
SUBTOTAL OF ALL COUPLERS (COLUMN B)			
TOTAL PRICE FOR COMPARISON OF RFB (SUBTOTAL COLUMN A + SUBTOTAL COLUMN B =)			

Show place of manufacture and point that material may be made available for inspection: _____

RENEWAL PERIOD: The bidder shall provide below the maximum percentage of increase or maximum percentage of decrease for the renewal period. The percentage shall be computed against the **original contract price** during the renewal period. **If a renewal percentage is not provided,** the prices during the renewal period shall be the same as during the current contract period. MoDOT will determine the method used to calculate the final renewal prices.

1st Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.

2nd Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.

3rd Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.

Signature: _____ Title: _____

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

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Polypropylene Culvert Pipe** listed in the attached "Request for Bid RFB SE16-B542-RJ" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department 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 **Polypropylene Culvert Pipe** meeting the Department 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.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

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.