

BID FORM

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

REQUEST NO.	SE17-B569 -RJ
DATE	February 3, 2017

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

February 21, 2017 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
General Services

2675 N. Main, Sikeston, MO 63801

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 a **Bridge Maintenance Utility Trailer** as described in the following pages of this bid.

*****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

INTRODUCTION AND GENERAL INFORMATION

Introduction:

RFB COORDINATOR:

Missouri Department of Transportation
Procurement
Attn: Tammy Baker

PO Box 160
Sikeston, MO 63801

Mailing Address

2675 N. Main
Sikeston, MO 63801

Physical Address

PHONE: 573-472-5369

General Information:

This document constitutes an invitation for competitive, sealed bids for the procurement of a **Bridge Maintenance Utility Trailer** as set forth herein.

SCOPE OF WORK

General Requirements:

The contractor shall provide a Bridge Maintenance Utility Trailer for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.

The contractor shall provide the Utility Trailer to the sole satisfaction of MoDOT.

Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

MoDOT reserves the right to reject any or all bids and to accept or reject any items thereon, and to waive technicalities.

Required Specifications:

MoDOT BRIDGE MAINTENANCE UTILITY TRAILER

The following specifications shall apply to the MoDOT Bridge Maintenance Utility Trailer. The Bridge Maintenance Utility Trailer shall be capable of storing equipment needed for bridge maintenance while on-site. The Bridge Maintenance Utility Trailer shall also be capable of being used as a working platform while performing Bridge Maintenance. The manufactured body of the trailer shall be mounted to an existing MoDOT trailer.

1. The utility trailer shall be 8ft tall and no wider than the trailer provided by MoDOT. (MODOT Trailer is a 2016 Otis 5th wheel trailer, serial number 16VGX2520G6089175)
2. The side wall supports of the utility trailer shall be constructed of C4 x 5.4lbs per ft. channel.
3. The side wall supports of the utility trailer shall be spaced on 12" centers.
4. The side walls of the utility trailer shall be covered with 12Ga Corten material.
5. The roof supports of the utility trailer shall be constructed of C4 x 5.4lbs per ft. channel.
6. The roof supports of the utility trailer shall be spaced on 12" centers.
7. The roof of the utility trailer shall be constructed of 3/16" tread plate and shall be installed with the tread facing up.
8. The rear of the utility trailer shall include Whelen DOT3 401A warning lights with amber lenses mounted on both sides of trailer.
9. The rear of the utility trailer shall include a split door to access the interior of the trailer. (Refer to drawing)
10. The rear access doors shall be constructed of a tube frame with "X" braces.
11. The rear access door shall be covered with 12Ga Corten material.
12. The two rear access doors shall be no less than a total of 60" in width and no less than 77" tall.
13. The rear access doors shall have the ability to be locked for security.
14. The rear access door and roof access ladder shall not interfere with the warning lighting on both sides of the access door.
15. There shall be a fold-up stair assembly to access the interior of the trailer through the rear door.
16. The stair assembly shall be constructed of aluminum with Grip Trac planks.
17. The stair assembly shall have the ability to be stored while the utility trailer is in transit.
18. There shall be a ladder placed at the rear of the utility trailer to allow access to the roof of the utility trailer.
19. The roof access ladder shall be constructed of 1/4" Corten material for side rails with ladder rungs constructed of mild steel grip strut material.
20. The roof of the utility trailer shall be used as a work platform and must be safe and secure.
21. The roof of the utility trailer will include removable railing sections with the ability to fold down on top of the box around the entire perimeter of the roof.
22. The roof railing sections shall be constructed of aluminum 1 1/2" SCH 40 and aluminum 1/4" flat bar with a minimum of 1 bolt connection at the bottom to secure the railing to the corresponding connection on the roof.
23. The roof railing sections shall include a bottom bar that will prevent material or tools from being kicked off of the roof.
24. There will need to be a latched safety chain at the gate opening that prevents falls.
25. The utility trailer shall be painted White with PPG Polysiloxane paint or equivalent.
26. The utility trailer shall include 3M Brand conspicuity striping alternating white and red for visibility and safety.
27. Bidders will need to provide expected completion date after bid is awarded and they receive the trailer.



Contract/Purchase Order:

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Invoicing and Payment Requirements:

The contractor shall submit an itemized invoice to MoDOT, P. O. Box 160, Sikeston, MO 63801, as specified herein.

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's [Vendor Payment Website](#) to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required

herein shall be made in arrears. The MHTC shall not make any advance deposits.

The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

BID SUBMISSION

Bid Submission Information:

All bids must be received in a sealed envelope/package clearly marked "(Bridge Maintenance Utility Trailer)".

All bids must be received at the office of the RFB Coordinator as outlined in "INTRODUCTION AND GENERAL INFORMATION".

The bidder may withdraw, modify or correct his/her 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 date and 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 date and time specified for the opening of bids.

Open Competition / Request For Bid Document:

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 MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.

Award of this bid will be made on an "All or Nothing" basis using the "lowest and best" principle of award.

Notification of award shall 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.

PRICING PAGE

The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. **All costs** associated with providing the required deliverables/services shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.

Item #	Description	Original Contract Period <i>Firm, Fixed Price</i>
001	Bridge Maintenance Utility Trailer	\$_____

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

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.

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/Proposal 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.