



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION
 FOR ANNUAL PRICE AGREEMENT PURCHASES**

THIS IS NOT AN ORDER
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: JANUARY 30, 2013	BID DUE BY: 10 AM CST FEBRUARY 13, 2013	FOB REQUIREMENTS: DESTINATION
TO BE COMPLETED/DELIVERED:	BID #: SEW131604RY <small>THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE</small>	BUYER: Gloria Bunch PHONE NUMBER: 417-469-6256 FAX NUMBER: 417-469-3449 Email: gloria.bunch@modot.mo.gov
<u>District Mailing Address:</u> Mo Department of Transportation Southeast Procurement 3956 E. Main Willow Springs, MO 65793		<u>Location:</u> Various

Mower Parts

The Southeast District requests pricing to establish a fixed price agreement on mower parts for existing Schulte, Alamo and Bush Whacker equipment at various locations throughout the district. This will be a multi-award contract to address routine repair needs as they arise. Parts will be ordered on an "as needed" basis. There is no guarantee as to any quantity that may be purchased. The agreement period will be from February 13, 2013 through February 28, 2014.

Provide a parts catalog with list prices when submitting the bid. All costs associated with providing the parts shall be included in the pricing, including freight. Specify the discount percentage that will be applied to any non-agreement part purchases.

Vendor selection will be based on the mower location, part to be replaced, part availability, pricing and delivery time to our facility. Delivery times will be crucial in limiting the downtime of our equipment.

Pricing is to remain firm throughout the agreement period. Should economic conditions warrant a price adjustment, submit a letter of explanation to this office. Additional vendors may be added at later dates to best serve the interest of MoDOT.

Date: _____	Firm Name: _____
Telephone No: _____	Address: _____
Fax No: _____	_____
Federal ID No: _____	By (Signature): _____
Authorized E-Mail Address(s): _____	Type/Print Name: _____
_____	Title: _____

Is Your Firm MBE Certified? Yes No

Is Your Firm WBE Certified? Yes No

Schulte Part Pricing

Item #	Description	Mfg Brand & Part #	U/M	Unit Price
1	Lift Cylinder MO100-3671		Ea	
2	Lift Cylinder MO100-3681		Ea	
3	Lift Cylinder MO100-3691		Ea	
4	Wing Cylinder MO100-3701		Ea	
5	Walking Beam Pivot Pin MO150-16		Ea	
6	Stump Jumper MO150-19		Ea	
7	Stump Jumper MO150-20		Ea	
8	Complete Wheel Hub Assembly MO206-013		Ea	
9	Spindle MO208-013		Ea	
10	Spindle (Wing) MO208-028		Ea	
11	Frame Spindle MO208-151		Ea	
12	Wing Spindle MO208-016		Ea	
13	Spindle-Main Frame Walking Axle MO208-027		Ea	
14	Aircraft Tire (22 x 6.6 x 10) MO210-161		Ea	
15	Aircraft Tire w/Wheel MO210-162		Ea	
16	Inner Tube (22 x 6.6 10) MO210-163JS		Ea	
17	Blade Bolt & Nut MO251-201		Ea	
18	Gearbox MO330-805		Ea	
19	Gearbox MO330-806		Ea	
20	Splitterbox MO330-912		Ea	
21	Seal MO331-824		Ea	
22	Shaft MO331-960		Ea	
23	Clutch Lining MO341-6247		Ea	
24	Drive Shaft MO3954		Ea	
25	Left Wing Blade MO401-046		Ea	

Schulte Part Pricing (Continued)

26	Center Blade MO401-052		Ea	
27	Right Wing Blade MO401-047		Ea	
28	Walking Axle Bearing Kit MO4921		Ea	
29	Wheel Bearing Kit – 2004 & Newer MO4925		Ea	
30	Wing Shaft Complete MO4980		Ea	
31	Solid Wheel MO510BH		Ea	
32	Lining (2/Clutch) MO9920		Ea	
33	Lining (2/Clutch) MO9960		Ea	

Alamo Part Pricing

Item #	Description	Mfg Brand & Part #	U/M	Unit Price
34	6' Knife Section (Heavy Over- Serrated) MO2186		Ea	
35	Motor MO21974301		Ea	
36	Inner Shoe 2974344		Ea	
37	Bar 2974346		Ea	
38	Outer Shoe 570900		Ea	
39	Curb Cylinder MO6934		Ea	
40	Bar Cylinder MO6935		Ea	

Bush-Whacker Part Pricing

Item #	Description	Mfg Brand & Part #	U/M	Unit Price
41	Stump Jumper 3174			
42	Tail Wheel Assembly MO1375			
43	Blade Bolt MO3095			
44	Blade BW MO3257			
45	Power Shaft MO4039			
46	Wheel MO510BH			
47	Stump Jumper ST180			
48	Tail Wheel Assy (For 180F Elite)			
49	Washer MO2106			
50	Clevis Heavy Duty (2003-) MO2312			
51	Shock Absorber Rubber (2003-) MO2327			
52	Swivel (2003-) MO2530			
53	Intermediate Shaft Assy MO2706			
54	Gear Box MO2707			
55	Gear Box MO2758			
56	Clevis Bolt w/Lock Nut 1" Thread MO2968			
57	Center Stump Jumper MO3092			
58	Blade CCW Right Wing & Center MO3093			
59	Blade CW Left Wing MO3094			
60	Bolt Hex Shoulder MO3095			
61	Washer Hex (For Stump Jumper Use) MO3096			
62	Wing Stump Jumper MO3098			
63	Swivel Bolt w/Double Nuts Hardened MO3369			
64	Shock Absorber Large Spring (2003-) MO3454			

Bush-Whacker Part Pricing (Continued)

65	Swivel (2003-) MO3604			
66	Wheel Bearing Kit MO3920			
67	CV Drive Shaft (Bondioli) MO3950			
68	Shock Absorber Small Spring (2003-) MO4143			
69	Complete Shield Kit MO4530			
70	Complete Wing Shaft w/Clutch (Bondioli) MO4960			
71	Laminated Wheel MO510BH			
72	Clutch, 8 Coil Springs (Bondioli) MO9940			
73	Clutch Belleville Springs (Bondioli) MO9980			
74	Shock Absorber Rubber (2003-) MO2327			
75	Swivel (2003-) MO2530			
76	Intermediate Shaft Assy MO2706			
77	Gear Box MO2707			
78	Gear Box MO2758			
79	Clevis Bolt w/Lock Nut 1" Thread MO2968			
80	Center Stump Jumper MO3092			
81	Blade CCW Right Wing & Center MO3093			
82	Blade CW Left Wing MO3094			

List Discount Price to be Provided on All Other Parts _____%

Southeast District
 Facility Address & Physical Location

Facility	County	Address	Location
Advance	Stoddard	28275 Highway 25, Advance, MO 63730	Jct 25 & 91
Alton	Oregon	Rt 1 Box 1822, Alton, MO 65606	Rt 160, 1 Mi E of Rt 19
Ava	Douglas	Rt 3 Box 23B, Ava, MO 65608	Rt 5, 0.5 Mi S of Rt 14
Bellevue	Iron	2633 Highway 21, Bellevue, MO 63623	Jct 21 & Rt O
Bunker	Dent	409 Highway A, Bunker, MO 63629	Rt A, 0.4 Mi W of Rt 72
Cape Girardeau	Scott	3359 E Outer Road, Scott City, MO 63780	I-55 EOR, S of Rt AB
Centerville	Reynolds	36620 Highway 21, Lesterville, MO 63654	Jct 21 & N
Charleston	Mississippi	6712 N Outer Road, Charleston, MO 63834	I-57 SOR, 0.2 Mi S of Rt 60
Dexter	Stoddard	1111 Hickory Log Drive, Dexter, MO 63841	Rt 60, 0.5 Mi E of Bus Rt 60
Doniphan	Ripley	Rt 3 Box 2277, Doniphan, MO 63935	Jct 21 & 160 East Junction
Dora	Ozark	Rt 1 Box 3830, Dora, MO 65637	Rt 181, 0.2 Mi N of Rt H
Ellington	Reynolds	605 N Second Street, Ellington, MO 63638	Rt 21, 0.2 Mi N of Rt 106
Ellsinore	Carter	Rt 2 Box 2198, Ellsinore, MO 63937	Jct 60 & 21 East Junction
Fredericktown	Madison	1001 County Rd 200, Fredericktown, MO 63645	Rt 67, 1 Mi S of Rt E
Gainesville	Ozark	Rt 1 Box 1C, Gainesville, MO 65655	Rt. MM, 500 Ft W of Rt 5
Hartville	Wright	5804 Highway 5, Hartville, MO 65667	Rt 5, 0.5 Mi N of Rt Z
Hayti	Pemiscot	492 N Outer Road, Hayti, MO 63851	I-55 EOR, 1.2 Mi N of Rt 84
Houston	Texas	1540 N Highway 63, Houston, MO 65483	Rt 63, 1 Mi N of Houston on Rt B
Jackson	Cape Girardeau	200 Highway Y, Jackson, MO 63755	Jct Y & 61
Kennett	Dunklin	1600 Southwest Drive, Kennett, MO 63857	Rt O, 0.5 Mi S of Rt 84
Kewanee	New Madrid	86 Highway W, New Madrid, MO 63869	Rt W, 0.2 Mi W of Rt 61
Malden	Dunklin	4005 N Douglas Street, Malden, MO 63863	Rt 25, 0.2 Mi S of Rt D
Marble Hill	Bollinger	Rt 2 Box 1655, Marble Hill, MO 63764	Rt 51, 1.5 Mi N of Rt FF
Mountain Grove	Wright	8675 Old Highway 60, Mountain Grove, MO 65711	Old Rt 60, 0.4 Mi W of Bus 60
Park Hills	St Francois	2240 Conway Road, Park Hills, MO 63601	Rt 67, 1.5 Mi S of Rt 8
Patton	Bollinger	Rt 1 Box 2490, Patton, MO 63662	Rt 72, 0.25 Mi E of Rt 51
Perryville	Perry	754 Lake Drive, Perryville, MO 63775	I-55 WOR, 1 Mi N of Rt 51
Piedmont	Wayne	Rt 2 Box 2636A, Piedmont, MO 63957	Rt 49, 0.5 Mi N of Rt 34
Poplar Bluff	Butler	3568 Highway 67 North, Poplar Bluff, MO 63901	Rt 67, 0.5 Mi N of Rt W
Puxico	Stoddard	240 Highway 51 South, Puxico, MO 63960	Rt 51, 0.5 Mi S of Rt PP
Qulin	Butler	13148 Highway 53, Qulin, MO 63961	Rt 53, 0.2 Mi N of Rt N
Sikeston	Scott	111 Edwards Street, Sikeston, MO 63801	Rt 62, 1.25 Mi W of I-55
Silva	Wayne	301 Main Street, Silva, MO 63964	Rt 67, 0.2 Mi S of Rt 34
St Genevieve	St Genevieve	17651 Highway 32, St Genevieve, MO 63670	Rt 32, 0.5 Mi W of I-55
Summersville	Texas	235 S Highway 17, Summersville, MO 65571	Rt 17, 0.3 Mi S of Rt 106
Van Buren	Carter	HCR 1 Box 99, Van Buren, MO 63965	Rt 60, 1 Mi E of Rt C
West Plains	Howell	1287 County Road 8690, West Plains, MO 65775	Rt 63, 0. Mi S of Rt ZZ
Willow Springs	Howell	3956 E. Main, Willow Springs, MO 65793	Rt 60, 0.5 M E of Rt 60/63 South Jct
Winona	Shannon	106 Industrial Drive, Winona, MO 65588	Rt 19, 1 Mi N of Rt 60

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 <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) 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-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<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>								

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 <u>Location Products are Manufactured or Produced.</u>	
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: <ol 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>
_____ Service-Disabled Veteran's Name (Please Print)	_____ Service-Disabled Veteran Business Name
_____ Service-Disabled Veteran's Signature	_____ Missouri Address of Service Disabled Veteran Business

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder’s attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor’s bid response, and (3) the MHTC’s acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) “By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.”
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled “**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**” must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.