



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

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 4, 2016	BID DUE BY: 10 AM CST JANUARY 20, 2016	FOB REQUIREMENTS: DESTINATION
CONTRACT PERIOD: FEBRUARY 1, 2016 – JANUARY 31, 2017	BID #: SEW16-1467RY <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>Bid Mailing/Delivery Address:</u> Mo Department of Transportation 3956 E. Main Willow Springs, MO 65793	<u>Tire Pickup/Delivery Locations:</u> Various – Facility Listing Provided
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Recap Tire Program

MoDOT Southeast requests bids to establish a 12-month Recap Tire Program in which casings supplied by the district will be picked up, recapped and then returned to our facility. Multiple awards will be made and vendor selection based upon the retread process, distance from the facility and tire pricing. The program will begin upon date of award through January 31, 2017. An option for three 12-month extensions will be offered provided both parties agree to no changes in pricing, terms or conditions.

The Southeast District estimates recapping approximately 300 tires annually. *Note:* This is an estimate and not a guaranteed quantity. Delivery costs must be included in the unit price and not listed as a separate line item.

All tires provided under this agreement will require warranty coverage. Submit an attachment describing the coverage provided on tires offered under this contract.

U/M	DESCRIPTION	UNIT PRICE
EA	11R22.5 Recapped Tire with MoDOT Supplied Casing (Not Mounted)	\$ _____ per/Tire
EA	11R22.5 Recapped Tire without MoDOT Supplied Casing (Not Mounted) <i>*This pricing will be used only if MoDOT desires to purchase recapped tires but does not have a casing to supply.</i>	\$ _____ per/Tire

MoDOT personnel will inspect casings to determine their suitability for recapping. To assist us in our casing inspection processes, submit an attachment describing the casing inspection criteria your company uses to determine if a casing is acceptable for use. MoDOT will then use the same inspection criteria when determining which casings to send in for recapping. However, in the event a casing is submitted which the vendor finds unacceptable, the casing shall be returned at no cost to Southeast District for disposition.

Vendors agree to purchase 315 and 11R22.5 casings from the Southeast District at the price quoted below.

U/M	DESCRIPTION	UNIT PRICE
EA	11R22.5 Casing Purchased from MoDOT	\$ _____ per/Tire
EA	315 Casing Purchased from MoDOT	\$ _____ per/Tire

VENDOR NAME:

When using non-MoDOT supplied casings, vendors should use only major brand casings such as Goodyear, Michelin, Firestone, Bridgestone, or Goodrich. If using other casing brands, please list these brands in the space provided below.

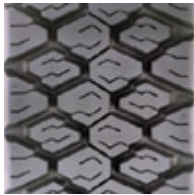
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Materials used in recapping shall be equal to or better than that of new rubber compound. Recapping procedures should conform to industry-recognized standards. Casings used for recapping should be no more than 4-years old and have no more than 1 repair in each section of the tire if it were divided into four equal parts.

Specify the recapping process which will be used for tires provided under this agreement <i>(Check One)</i>	Cold Caps	Moldcure

Awarded vendors will supply the Southeast District with 11R22.5 All Season Recapped Pre-Cure Tires meeting CTPQ-441 standards with a minimum tread depth of 22/32 for drive axle application dependent upon design criteria. Patching of sidewalls will not be accepted.

Our current tread design is shown below. This data comes from <http://www.oliverrubber.com/us/en/traclug.asp>.



Sierra Lug Design
Compound TC 2000
Tread Size: Metric 205,220 Standard 8,9
Tread Depth Metric 17mm Inches 22/32"

Recommendations for other tread patterns may be submitted as long as they are all-season and meet the minimum tread depth of 22/32" (17mm), tread size 8, 9 (Metric 205/220) for drive axle application. Please submit photos of the tread patterns you are bidding along with the manufacturer's product information.

All recapped tires purchased under this program must be supplied by retreaders who have been certified under the General Services Administration, Federal Tire Program and/or Quality Assurance Facility Inspection Program (QAFIP) and/or US Government Tire and Retread Plant Program administered by the US DOT. Submit a copy of your certifications with the bid response.

VENDOR NAME:

Southeast District
Facility Addresses & Physical Locations

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
Belleview	Iron	2633 Highway 21, Belleview, 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, 0.5 Mi S of Rt ZZ
Willow Springs	Howell	3956 E. Main, Willow Springs, MO 65793	Rt 60, 0.5 Mi 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 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 <u>percentages</u> 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

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.