

GENERAL SERVICES
830 MoDOT DRIVE
JEFFERSON CITY, MO 65101

REQUEST NO.	2-111216BT
DATE	December 8, 2011
PAGE NO.	1 NO. OF PAGES

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

2:00 p.m., Local Time, December 16, 2011

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 MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Brenda Tyree
BUYER EMAIL:
Brenda.Tyree@modot.mo.gov

BUYER TELEPHONE: 573-751-7482

SUPPLIES OR SERVICES

DOW BAR AND DOW BAR ASSEMBLIES

To establish a contract to furnish "Dow Bar and Dow Bar Assemblies" with an effective date of Notice to Proceed and ending December 31, 2012 in accordance with the following pages.

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

(SEE ATTACHED FOR 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.: _____
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 AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide Dow Bar and Dow Bar Assemblies located throughout the State of Missouri with an effective contract period of Notice to Proceed through December 31, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Department of Transportation Building located at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CST, December 16, 2011.

RFB Coordinator:

Ms. Brenda Tyree, Senior Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-751-7482

FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Dow Bar and Dow Bar Assemblies as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
 - 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages
 - 5) Attachment A
 - 6) Terms and Conditions

2.1 General Requirements:

- 2.1.1 The contractor shall provide Dow Bar and Dow Bar Assemblies on an as needed, if needed basis for MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with Dow Bar and Dow Bar Assemblies, in accordance with the following:
 - a. Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications #MGS-92-16D, #MGS-06-05D, and any other provisions outlined in this document.

2.3 Delivery Requirements:

- 2.3.1 The contractor shall deliver Dow Bar and Dow Bar Assemblies as specified herein to all MoDOT Districts located throughout the State of Missouri (See Attachment A). The contractor shall deliver such Dow Bar and Dow Bar Assemblies F.O.B. destination.
- 2.3.2 The contractor shall complete delivery within thirty (30) days after receipt of purchase order.

2.3.3 If requested by MoDOT, the contractor shall deliver specified Dow Bar and Dow Bar Assemblies at an accelerated lead time.

2.3.4 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

2.4 Liquidated Damage Requirements:

2.4.1 The contractor shall agree and understand that providing the Dow Bar and Dow Bar Assemblies in accordance with the requirements stated herein is considered critical to the efficient operations of the MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to provide the Dow Bar and Dow Bar Assemblies in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day, per complete order for each such delinquent day.
- b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the MoDOT, at the sole discretion of the MoDOT.
- c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall agree and understand that each District's decision shall be individual, final, and without recourse.
- f. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all cost associated with returning the product to the contractor shall be paid by the contractor, at no additional cost to MoDOT.

2.5 Invoicing and Payment Requirements:

2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

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

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

2.5.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.

2.5.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

2.5.6 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.

2.5.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.6 Other Contractual Requirements:

2.6.1 Contract Period - The contract shall commence from the date of Notice to Proceed until December 31, 2012 with up to one (1) one-year renewal option period. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.6.2 Renewal Period - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.

- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract 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, 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.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.6.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked "Dow Bar and Dow Bar Assemblies" at the following address no later than December 16, 2011 at 2:00 p.m., CST.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Brenda Tyree
830 MoDOT Drive
Jefferson City, MO 65109

3.1.2 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 three (3) working days prior to the official bid opening date.
 - b. 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.
 - c. Bidders are cautioned that the only official position of the State of Missouri 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.
 - d. 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.
- 3.1.3 Bids shall be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.4 Cost Determination - The low bid shall be determined by multiplying the firm, fixed price with the applicable estimated quantity, to obtain a total price for each category.
- 3.1.5 Contract Award – The contract shall be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid shall be made on an "All-or-None" basis using the "lowest and best" principle of award.
 - b. MoDOT reserves the right to reject any or all bids, and no award is final until formally approved.
 - c. 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.

4. PRICING PAGE

- 4.1 **Dow Bar and Dow Bar Assemblies** - The bidder shall provide firm, fixed prices in the tables below for the original contract period. All costs associated with providing the required deliverables/services shall be included in the prices stated below. The bidder should provide pricing for all line items (including the '0' estimated quantities) in case the current needs/situation changes. (Lead Time – 30 days)

DISTRICT 1

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
001	5700511215	Dowel bar, steel 1" x 18"	12,000	\$
002	5700511180	Washers for dowel bar, 1"	12,000	\$
003	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
004	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
005	5700500012	Dowel Basket w/Dowels 12 ft.	33	\$

DISTRICT 2

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
006	5700511215	Dowel bar, steel 1" x 18"	4,000	\$
007	5700511180	Washers for dowel bar, 1"	4,000	\$
008	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
009	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
010	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

DISTRICT 3

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
011	5700511215	Dowel bar, steel 1" x 18"	0	\$
012	5700511180	Washers for dowel bar, 1"	0	\$
013	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
014	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
015	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

DISTRICT 4

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
016	5700511215	Dowel bar, steel 1" x 18"	3,000	\$
017	5700511180	Washers for dowel bar, 1"	3,000	\$
018	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
019	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
020	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

DISTRICT 5

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
021	5700511215	Dowel bar, steel 1" x 18"	0	\$
022	5700511180	Washers for dowel bar, 1"	0	\$
023	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
024	5700500011	Dowel Basket w/Dowels 11 ft.	8	\$
025	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

DISTRICT 6

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
026	5700511215	Dowel bar, steel 1" x 18"	0	\$
027	5700511180	Washers for dowel bar, 1"	0	\$
028	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
029	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
030	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

DISTRICT 7

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
031	5700511215	Dowel bar, steel 1" x 18"	0	\$
032	5700511180	Washers for dowel bar, 1"	0	\$
033	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
034	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
035	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

DISTRICT 8

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
036	5700511215	Dowel bar, steel 1" x 18"	0	\$
037	5700511180	Washers for dowel bar, 1"	0	\$
038	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
039	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
040	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

DISTRICT 9

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
041	5700511215	Dowel bar, steel 1" x 18"	3,000	\$
042	5700511180	Washers for dowel bar, 1"	3,000	\$
043	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
044	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
045	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

DISTRICT 10

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
046	5700511215	Dowel bar, steel 1" x 18"	500	\$
047	5700511180	Washers for dowel bar, 1"	2,500	\$
048	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
049	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
050	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

4.2 **Renewal Period:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal period. The percentage shall be computed against the original contract period prices for the renewal period. If a renewal percentage is not provided, the prices for the renewal period shall be the same as the original contract period.

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

4.3 **Accelerated Lead Time** - The bidder shall provide a firm, fixed percentage below for the original contract period and renewal period for providing the deliverables/services at an accelerated lead time After Receipt of Order (ARO). The percentage shall be computed against the CURRENT CONTRACT PRICE during the original contract period and renewal period. All costs associated with providing the required deliverables/services at an accelerated lead time shall be included in the following percentages.

15 days Lead Time - _____% above prices stated above

4.4 **State place of manufacture and point that material will be available for inspection:**

4.5 **State the minimum quantity for the following concrete patching material type:**

Dowel Bars & Dowel Bar Assemblies _____



DOWEL BARS MGS 92-16D

1.0 DESCRIPTION. These specifications cover the purchase of dowel bars for use in transverse joints in Portland cement concrete pavements.

2.0 MATERIALS.

2.1 Dowel bars shall be epoxy coated and comply with the requirements of the Missouri Standard Specifications for Highway Construction Section 1057, except that no grease is required

2.2 Dowel bars shall be 1 inch in diameter.

2.3 Dowel bars shall be 18" in length.

3.0 ORDERING INFORMATION.

3.1 The quantity and district location is to be specified in the bid request.

4.0 ACCEPTANCE. Acceptance of this material will be under the PAL system as outlined in the Missouri Standard Specifications for Highway Construction Section 106.

4.1 The supplier shall obtain PAL identification numbers prior to shipment of material.



DOWEL BAR ASSEMBLIES MGS 06-05D

1.0 DESCRIPTION. These specifications cover the purchase of dowel bar assemblies for use in transverse joints in Portland Cement Concrete pavements.

2.0 MATERIALS.

2.1 Dowel bars shall be epoxy coated and comply with the requirements of the Missouri Standard Specification for Highway Construction Section 1057.3

2.2 Dowel bars shall be 1 inch in diameter.

2.3 Dowel bars shall be 18 inches in length.

2.4 The stool wire for the bar support baskets shall comply with the latest edition of the Manual of standard practice published by the Concrete Reinforcing Steel Institute.

2.5 The dowel bar assemblies shall be fabricated to meet the requirements of Missouri Standard Plan 502.10J Type A, B or C.

3.0 ORDERING INFORMATION.

3.1 The quantity, length, and type are to be specified in the bid request.

3.2 The height of the support baskets is to be shall be determined prior to shipment in ¼ inch increments from 2 inches minimum to 15 inches maximum. The supplier shall contact the district office to determine the specific height.

4.0 ACCEPTANCE. All material under this specification shall be obtained from a source identified on the PAI designated for this specification

Exhibit A

ANTI-COLLUSION STATEMENT

STATE OF _____)
)
COUNTY OF _____) SS.

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

Exhibit B
VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (Including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information.</i>		<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 <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
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

Exhibit C

Cooperative Procurement

MoDOT is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet MoDOT specifications.

Each bidder is asked to indicate below whether they would be willing to offer Dow Bar and Dow Bar Assemblies listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 Dow Bar and Dow Bar Assemblies meeting MoDOT 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 MoDOT 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 _____

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.