

**BID FORM**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICESPO Box 270, Jefferson City, MO 65102(Mailing Address)  
830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

REQUEST NO.	2-140819RW
DATE	August 4, 2014

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL**2:00 PM, Local Time, August 19, 2014**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.**BID TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Locations as Shown on Attachment

**SIGN AND RETURN BEFORE TIME SET FOR OPENING**

<b>BUYER:</b>	Robin Warren, Sr. General Services Specialist	<b>BUYER TELEPHONE:</b>	(573) 526-7929
<b>BUYER EMAIL:</b>	Robin.Warren@modot.mo.gov		

**SUPPLIES OR SERVICES**MoDOT is seeking bids from qualified bidders whom can provide the following *posts* types:***Galvanized Steel Pipe******Galvanized Structural Steel***

Sealed bids will be accepted to supply beet juice as described in this bid. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

**\*\*\*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 this RFB process.****All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.****(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.***

<b>Date:</b>	_____	<b>Firm Name:</b>	_____
<b>Telephone No.:</b>	_____	<b>Address:</b>	_____
<b>Fax No.:</b>	_____		_____
	_____	<b>By (Signature):</b>	_____
<b>Email Address:</b>	_____	<b>Type/Print Name</b>	_____
		<b>Title:</b>	_____

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide Galvanized Steel Pipe Posts and Galvanized Structural Steel Posts throughout the State of Missouri, with an effective contract period of Notice to Proceed through September 30, 2015, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).

Bids must be returned to the office of the General Services Procurement Division by no later August 19, 2014 at 2:00 p.m., Local Time.

#### **RFB Coordinator:**

**Robin Warren, Sr. General Services Specialist  
Missouri Department of Transportation  
General Services- Procurement**

**PHONE: 573-526-7929**

## **1.2 General Information:**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of various posts 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
- 7) Terms and Conditions
- 8) Statewide Map

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide various posts on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the “MoDOT”, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT 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 required herein.
- 2.1.6 The contractor shall furnish posts that comply with the specifications specified herein, the current Missouri Standard Plans and Specifications for Highway Construction, Missouri Standard Specification Book for Highway Construction, Edition of 2011, and any Revisions thereto.
  - a. The following revision shall apply to the Missouri Standard Plans and Specifications for Highway Construction:

Standard Plans 903.03:

FURNISH TWO .012" +/- AND TWO .032" +/- THICK SHIMS PER POST FROM BRASS SHIM STOCK OR STRIP, DESIGNATION ASTM B 36. SHIM AS REQUIRED TO PLUMB POST.

### 2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with various posts in accordance with the following:
  - a. ***GALVANIZED STEEL PIPE POSTS*** – Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, friction cap, and multi-directional slip base. Each stub must be complete with multi-directional slip base. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates sized according to Missouri Standard Plans and Specifications for Highway Construction.
    - 1. The contractor shall complete delivery within 90 days after receipt of purchase order.
  - b. ***GALVANIZED STRUCTURAL STEEL POSTS*** – Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, hinge plates, splice plate, and a breakaway base. Each stub must be complete with a breakaway base. Replacement Fuse Plates and Splice Plates must be complete with appropriate bolts, nuts, and washers according to Missouri Standard Plans and Specifications for Highway Construction. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates according to Missouri Standard Plans and Specifications for Highway Construction.
    - 1. The contractor shall complete delivery within 90 days after receipt of purchase order.

### **2.3 Delivery Requirements:**

- 2.3.1 The contractor shall deliver posts as specified herein to the various counties within the State of Missouri. Specific delivery locations will be indicated on the district purchase order used to place orders on an as needed basis.
- 2.3.2 If requested by MoDOT, the contractor shall deliver specified post types for a specified quantity at an accelerated lead time.
- 2.3.3 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 various posts in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply 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 various posts in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$100.00 per day, per order, not to exceed 30% of order amount for each assessable calendar day on which the delivery has not been completed.
  - 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 MoDOT, at the sole discretion of MoDOT.
  - c. The contractor shall 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 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 understand and agree that each District's decision shall be individual, final, and without recourse.
  - e. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

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

- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.5.6 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.
- 2.5.7 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.
- 2.5.8 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 September 30, 2015 with three (3) one-year renewal option periods. 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 Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices 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 and reserves the right to offer or to request renewal of the contract at a price 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.



3.1.8 Contract Award – Award shall be made on a category-by-category basis to the low bidder.

3.1.9 MHTC reserves the right to reject any or all bids, and no award is final until formally approved by the MHTC.

- a. 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**

***GALVANIZED STEEL PIPE POSTS***

**4.1** The bidder shall provide firm, fixed prices in the tables below for the original contract period and renewal periods 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. (**Lead Time – 90 days**)

<b><i>GALVANIZED STEEL PIPE POSTS</i></b>					
<b>Item #</b>	<b>Commodity Code</b>	<b>Description</b>	<b>Original Contract Period Firm, Fixed Per Post Price (Range for # of Post) <b>0 - 25</b></b>	<b>Original Contract Period Firm, Fixed Per Post Price (Range for # of Post) <b>26 - 50</b></b>	<b>Original Contract Period Firm, Fixed Per Post Price (Range for # of Post) <b>51 &amp; OVER</b></b>
1	8013047137	POST, SIGN, PIPE, 2-1/2 IN (I.D.) X 10 FT.	\$ _____	\$ _____	\$ _____
2	8013047139	POST, SIGN, PIPE, 2-1/2 IN (I.D.) X 12 FT.	\$ _____	\$ _____	\$ _____
3	8013047141	POST, SIGN, PIPE, 2-1/2 IN (I.D.) X 14 FT.	\$ _____	\$ _____	\$ _____
4	8013047143	POST, SIGN, PIPE, 2-1/2 IN (I.D.) X 16 FT.	\$ _____	\$ _____	\$ _____
5	8013047145	POST, SIGN, PIPE, 2-1/2 IN (I.D.) X 18 FT.	\$ _____	\$ _____	\$ _____
6	8013047147	POST, SIGN, PIPE, 2-1/2 IN (I.D.) X 20 FT.	\$ _____	\$ _____	\$ _____
7	8013047171	POST, SIGN, PIPE, 3 IN (I.D.) X 10 FT.	\$ _____	\$ _____	\$ _____
8	8013047172	POST, SIGN, PIPE, 3 IN (I.D.) X 12 FT.	\$ _____	\$ _____	\$ _____
9	8013047174	POST, SIGN, PIPE, 3 IN (I.D.) X 14 FT.	\$ _____	\$ _____	\$ _____
10	8013047176	POST, SIGN, PIPE, 3 IN (I.D.) X 16 FT.	\$ _____	\$ _____	\$ _____
11	8013047178	POST, SIGN, PIPE, 3 IN (I.D.) X 18 FT.	\$ _____	\$ _____	\$ _____
12	8013047180	POST, SIGN, PIPE, 3 IN (I.D.) X 20 FT.	\$ _____	\$ _____	\$ _____
13	8013047212	POST, SIGN, PIPE, 4 IN (I.D.) X 12 FT.	\$ _____	\$ _____	\$ _____
14	8013047214	POST, SIGN, PIPE, 4 IN (I.D.) X 14 FT.	\$ _____	\$ _____	\$ _____
15	8013047216	POST, SIGN, PIPE, 4 IN (I.D.) X 16 FT.	\$ _____	\$ _____	\$ _____
16	8013047218	POST, SIGN, PIPE, 4 IN (I.D.) X 18 FT.	\$ _____	\$ _____	\$ _____
17	8013047220	POST, SIGN, PIPE, 4 IN (I.D.) X 20 FT.	\$ _____	\$ _____	\$ _____

18	8013023252	STUB, SIGN, PIPE, 2-1/2 IN (I.D.) X 4 FT - 3-1/2 IN	\$ _____	\$ _____	\$ _____
19	8013023254	STUB, SIGN, PIPE, 3 IN (I.D.) X 4 FT - 3-1/2 IN	\$ _____	\$ _____	\$ _____
20	8013023258	STUB, SIGN, PIPE, 4 IN (I.D.) X 5 FT - 3 - 1/2 IN	\$ _____	\$ _____	\$ _____
21	8010120294	BREAKAWAY HARDWARE, SIGN, PIPE, 2 - 1/2 IN (I.D.) & 3 IN (I.D.)	\$ _____	\$ _____	\$ _____
22	8010120296	BREAKAWAY HARDWARE, SIGN, PIPE, 4 IN (I.D.)	\$ _____	\$ _____	\$ _____
<b>TOTAL - GALVANIZED STEEL PIPE POSTS</b>			\$ _____	\$ _____	\$ _____

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

30 days Lead Time - \_\_\_\_\_% above prices stated above

60 days Lead Time - \_\_\_\_\_% above prices stated above

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

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**3<sup>rd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

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

\_\_\_\_\_

**4.5 State the minimum quantity for each post type:** \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**5. PRICING PAGE**

***GALVANIZED STRUCTURAL STEEL POSTS***

**5.1** The bidder shall provide firm, fixed prices in the tables below for the original contract period and renewal periods 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. (**Lead Time – 90 days**)

<b><i>GALVANIZED STRUCTURAL STEEL POSTS</i></b>					
<b>Item #</b>	<b>Commodity Code</b>	<b>Description</b>	<b>Original Contract Period <i>Firm, Fixed Per Post Price</i> (Range for # of Post) <b>0 - 25</b></b>	<b>Original Contract Period <i>Firm, Fixed Per Post Price</i> (Range for # of Post) <b>26 - 50</b></b>	<b>Original Contract Period <i>Firm, Fixed Per Post Price</i> (Range for # of Post) <b>51 &amp; OVER</b></b>
1	8013023388	STUB, SIGN, STRUCTURAL DESIGN #1, W6 X 9 - 3' 0	\$ _____	\$ _____	\$ _____
2	8013023396	STUB, SIGN, STRUCTURAL DESIGN #2, W6 X 15 - 4' 0	\$ _____	\$ _____	\$ _____
3	8013023416	STUB, SIGN, STRUCTURAL DESIGN #3, W8 X 18 - 4' 6	\$ _____	\$ _____	\$ _____
4	8013023426	STUB, SIGN, STRUCTURAL DESIGN #4, W10 X 22 - 5' 0	\$ _____	\$ _____	\$ _____
5	8013023436	STUB, SIGN, STRUCTURAL DESIGN #5, W10 X 26 - 5' 0	\$ _____	\$ _____	\$ _____
6	8010120250	STUB, SIGN, STRUCTURAL DESIGN #6, W12 X 35 - 5' 6	\$ _____	\$ _____	\$ _____
7	8013047412	POST, SIGN, STRUCTURAL DESIGN #1, W6 X 9 - 12' 0	\$ _____	\$ _____	\$ _____
8	8013047414	POST, SIGN, STRUCTURAL DESIGN #1, W6 X 9 - 14' 0	\$ _____	\$ _____	\$ _____
9	8013047416	POST, SIGN, STRUCTURAL DESIGN #1, W6 X 9 - 15' 0	\$ _____	\$ _____	\$ _____
10	8013047418	POST, SIGN, STRUCTURAL DESIGN #1, W6 X 9 - 16' 0	\$ _____	\$ _____	\$ _____
11	8013047420	POST, SIGN, STRUCTURAL DESIGN #1, W6 X 9 - 18' 0	\$ _____	\$ _____	\$ _____
12	8013047422	POST, SIGN, STRUCTURAL DESIGN #1, W6 X 9 - 20' 0	\$ _____	\$ _____	\$ _____
13	8013047424	POST, SIGN, STRUCTURAL DESIGN #1, W6 X 9 - 30' 0	\$ _____	\$ _____	\$ _____
14	8013047439	POST, SIGN, STRUCTURAL DESIGN #2, W6 X 15 - 30' 0	\$ _____	\$ _____	\$ _____
15	8013047884	POST, SIGN, STRUCTURAL DESIGN #2, W6 X 15 - 14' 0	\$ _____	\$ _____	\$ _____
16	8013047886	POST, SIGN, STRUCTURAL DESIGN #2, W6 X 15 - 15' 0	\$ _____	\$ _____	\$ _____
17	8013047888	POST, SIGN, STRUCTURAL DESIGN #2, W6 X 15 - 16' 0	\$ _____	\$ _____	\$ _____
18	8013047890	POST, SIGN, STRUCTURAL DESIGN #2, W6 X 15 - 17' 0	\$ _____	\$ _____	\$ _____

19	8013047906	POST, SIGN, STRUCTURAL DESIGN #2, W6 X 15 - 18' 0	\$ _____	\$ _____	\$ _____
20	8013047908	POST, SIGN, STRUCTURAL DESIGN #2, W6 X 15 - 20' 0	\$ _____	\$ _____	\$ _____
21	8013047909	POST, SIGN, STRUCTURAL DESIGN #3, W8 X 18 - 18' 0	\$ _____	\$ _____	\$ _____
22	8013047910	POST, SIGN, STRUCTURAL DESIGN #3, W8 X 18 - 20' 0	\$ _____	\$ _____	\$ _____
23	8013047911	POST, SIGN, STRUCTURAL DESIGN #3, W8 X 18 - 22' 0	\$ _____	\$ _____	\$ _____
24	8013047912	POST, SIGN, STRUCTURAL DESIGN #4, W10 X 22 - 28' 0	\$ _____	\$ _____	\$ _____
25	8013047913	POST, SIGN, STRUCTURAL DESIGN #5, W10 X 26 - 25' 0	\$ _____	\$ _____	\$ _____
26	8013047914	POST, SIGN, STRUCTURAL DESIGN #5, W10 X 26 - 40' 0	\$ _____	\$ _____	\$ _____
27	8013047915	POST, SIGN, STRUCTURAL DESIGN #5, W10 X 26 - 30' 0	\$ _____	\$ _____	\$ _____
28	8010120255	POST, SIGN, STRUCTURAL DESIGN #6, W12 X 35 - 40' 0	\$ _____	\$ _____	\$ _____
29	8013047923	POST, SIGN, STRUCTURAL DESIGN #4, W10 X 22 - 18' 0	\$ _____	\$ _____	\$ _____
30	8013047924	POST, SIGN, STRUCTURAL DESIGN #4, W10 X 22 - 20' 0	\$ _____	\$ _____	\$ _____
31	8013047925	POST, SIGN, STRUCTURAL DESIGN #4, W10 X 22 - 22' 0	\$ _____	\$ _____	\$ _____
32	8013047926	POST, SIGN, STRUCTURAL DESIGN #4, W10 X 22 - 26' 0	\$ _____	\$ _____	\$ _____
33	8013047927	POST, SIGN, STRUCTURAL DESIGN #4, W10 X 22 - 24' 0	\$ _____	\$ _____	\$ _____
34	8013047929	POST, SIGN, STRUCTURAL DESIGN #4, W10 X 22 - 30' 0	\$ _____	\$ _____	\$ _____
35	8013047934	POST, SIGN, STRUCTURAL DESIGN #3, W8 X 18 - 24' 0	\$ _____	\$ _____	\$ _____
36	8013047936	POST, SIGN, STRUCTURAL DESIGN #3, W8 X 18 - 26' 0	\$ _____	\$ _____	\$ _____
37	8013047940	POST, SIGN, STRUCTURAL DESIGN #3, W8 X 18 - 30' 0	\$ _____	\$ _____	\$ _____
38	8010120260	FUSE PLATE, SIGN, STRUCTURAL DESIGN #1	\$ _____	\$ _____	\$ _____
39	8010120262	FUSE PLATE, SIGN, STRUCTURAL DESIGN #2	\$ _____	\$ _____	\$ _____
40	8010120264	FUSE PLATE, SIGN, STRUCTURAL DESIGN #3	\$ _____	\$ _____	\$ _____
41	8010120266	FUSE PLATE, SIGN, STRUCTURAL DESIGN #4	\$ _____	\$ _____	\$ _____
42	8010120268	FUSE PLATE, SIGN, STRUCTURAL DESIGN #5	\$ _____	\$ _____	\$ _____
43	8010120270	FUSE PLATE, SIGN, STRUCTURAL DESIGN #6	\$ _____	\$ _____	\$ _____
44	8010120275	SPLICE PLATE, SIGN, STRUCTURAL DESIGN #1	\$ _____	\$ _____	\$ _____
45	8010120277	SPLICE PLATE, SIGN, STRUCTURAL DESIGN #2	\$ _____	\$ _____	\$ _____

46	8010120279	SPLICE PLATE, SIGN, STRUCTURAL DESIGN #3	\$ _____	\$ _____	\$ _____
47	8010120281	SPLICE PLATE, SIGN, STRUCTURAL DESIGN #4	\$ _____	\$ _____	\$ _____
48	8010120283	SPLICE PLATE, SIGN, STRUCTURAL DESIGN #5	\$ _____	\$ _____	\$ _____
49	8010120285	SPLICE PLATE, SIGN, STRUCTURAL DESIGN #6	\$ _____	\$ _____	\$ _____
50	8010120290	BREAKAWAY HARDWARE, SIGN, STRUCTURAL DESIGN #1, #2, #3	\$ _____	\$ _____	\$ _____
51	8010120292	BREAKAWAY HARDWARE, SIGN, STRUCTURAL DESIGN #4, #5, #6	\$ _____	\$ _____	\$ _____
<b>TOTAL - GALVANIZED STRUCTURAL STEEL POSTS:</b>			\$ _____	\$ _____	\$ _____

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

30 days Lead Time - \_\_\_\_\_% above prices stated above

60 days Lead Time - \_\_\_\_\_% above prices stated above

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

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_% of maximum increase or \_\_\_\_\_% of maximum decrease.

**3<sup>rd</sup> Renewal Period** \_\_\_\_\_% of maximum increase or \_\_\_\_\_% of maximum decrease.

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

\_\_\_\_\_

**5.5 State the minimum quantity for each post type:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b>  Phone #:  Cellular #:  Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>									
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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) 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> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<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**

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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 <b><u>Location Products are Manufactured or Produced.</u></b>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**COOPERATIVE AGREEMENT NOTICE**

*RFB 2-140819RW*

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

Each bidder is asked to indicate below whether they would be willing to **Various Posts** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Various Posts** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_

NO \_\_\_\_\_

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

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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

**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 (6<sup>th</sup>) 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.

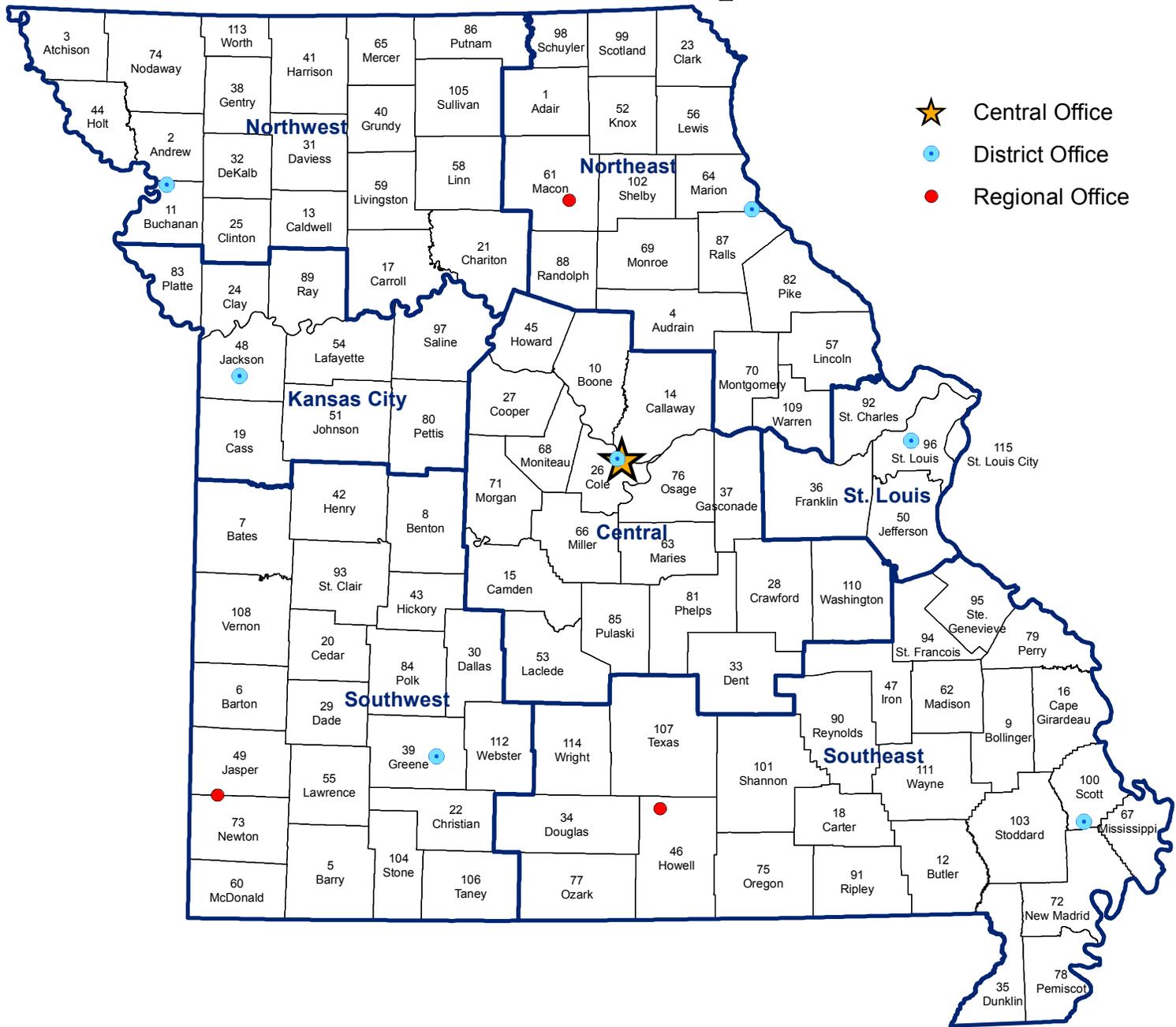
**Non-Waiver**

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.

# Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.
Adair	1 .. NE	Chariton	21 .. NW	Harrison	41 .. NW	Macon	61 .. NE	Phelps	81 .. C	Shannon	101 .. SE
Andrew	2 .. NW	Christian	22 .. SW	Henry	42 .. SW	Madison	62 .. SE	Pike	82 .. NE	Shelby	102 .. NE
Atchison	3 .. NW	Clark	23 .. NE	Hickory	43 .. SW	Maries	63 .. C	Platte	83 .. KC	Stoddard	103 .. SE
Audrian	4 .. NE	Clay	24 .. KC	Holt	44 .. NW	Marion	64 .. NE	Polk	84 .. SW	Stone	104 .. SW
Barry	5 .. SW	Clinton	25 .. NW	Howard	45 .. C	Mercer	65 .. NW	Pulaski	85 .. C	Sullivan	105 .. NW
Barton	6 .. SW	Cole	26 .. C	Howell	46 .. SE	Miller	66 .. C	Putnam	86 .. NW	Taney	106 .. SW
Bates	7 .. SW	Cooper	27 .. C	Iron	47 .. SE	Mississippi	67 .. SE	Ralls	87 .. NE	Texas	107 .. SE
Benton	8 .. SW	Crawford	28 .. C	Jackson	48 .. KC	Moniteau	68 .. C	Randolph	88 .. NE	Vernon	108 .. SW
Bollinger	9 .. SE	Dade	29 .. SW	Jasper	49 .. SW	Monroe	69 .. NE	Ray	89 .. KC	Warren	109 .. NE
Boone	10 .. C	Dallas	30 .. SW	Jefferson	50 .. SL	Montgomery	70 .. NE	Reynolds	90 .. SE	Washington	110 .. C
Buchanan	11 .. NW	Davies	31 .. NW	Johnson	51 .. KC	Morgan	71 .. C	Ripley	91 .. SE	Wayne	111 .. SE
Butler	12 .. SE	Dekalb	32 .. NW	Knox	52 .. NE	New Madrid	72 .. SE	St. Charles	92 .. SL	Webster	112 .. SW
Caldwell	13 .. NW	Dent	33 .. C	Laclede	53 .. C	Newton	73 .. SW	St. Clair	93 .. SW	Worth	113 .. NW
Callaway	14 .. C	Douglas	34 .. SE	Lafayette	54 .. KC	Nodaway	74 .. NW	St. Francois	94 .. SE	Wright	114 .. SE
Camden	15 .. C	Dunklin	35 .. SE	Lawrence	55 .. SW	Oregon	75 .. SE	Ste. Genevieve	95 .. SE	St. Louis City	115 .. SL
Cape Girardeau	16 .. SE	Dunklin	35 .. SE	Lewis	56 .. NE	Ozark	77 .. SE	St. Louis	96 .. SL		
Carroll	17 .. NW	Gasconade	37 .. C	Lincoln	57 .. NE	Pemiscot	78 .. SE	Saline	97 .. KC		
Carter	18 .. SE	Gentry	38 .. NW	Linn	58 .. NW	Perry	79 .. SE	Schuyler	98 .. NE		
Cass	19 .. KC	Greene	39 .. SW	Livingston	59 .. NW	Pettis	80 .. KC	Scotland	99 .. NE		
Cedar	20 .. SW	Grundy	40 .. NW	McDonald	60 .. SW			Scott	100 .. SE		

