BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	9-151106KH
DATE	October 30, 2015

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

2:00 PM, Central Time, November 6, 2015

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

Ballwin, MO

BUYER: Kristi Hixson **BUYER TELEPHONE:** (573) 526-1975

SUPPLIES OR SERVICES

This document constitutes a Request for Bid (RFB), and solicits competitive sealed bids from qualified bidders to provide **LED Light Fixtures**. Installation is NOT included in the bid request. 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 invitation for bids, 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: _____ **Firm Name:** _____
Telephone No.: _____ **Address:** _____
Fax No.: _____ _____
Email Address: _____ **By (Signature):** _____
Type/Print Name _____
Title: _____

Form E-103 (Rev. 11-04)

1. Introduction

1.1 This solicitation seeks bids from qualified organizations to provide HE Williams or equivalent LED Light Fixtures to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). All products must meet all the specifications. Send specification of product with bid response.

2. Specification

2.1 All products shall meet or exceed the attached HE Williams LED light fixture specifications and warranty. **See Attachment A.**

2.2 The awarded vendor shall provide all necessary documentation for the Ameren Missouri Act-On-Energy BizSavers Customer Incentive Program.

3. Quantities

3.1 Quantities are specified on Pricing Page.

4. Delivery

4.1 Deliveries shall be made to the following location:
MoDOT
2309 Barrett Station Road, Building E
Ballwin, MO 63021

4.2 Due to limited storage space, multiple deliveries will be requested, not to exceed 5 deliveries.

4.3 Each delivery shall include approximately 20 fixtures per pallet, not to exceed 10 pallets per delivery.

4.4 Deliveries must be received at the specified destination within 7 calendar days after each delivery request made by MoDOT. It is estimated that delivery requests will be made every 14 days.

4.5 Failure to deliver products in the specified delivery time will give MoDOT, at its discretion, the right to cancel the remainder of the contract without being considered in breach of contract and without any additional payment to the bidder.

5. Invoicing and Payment Requirements:

5.1 The Bidder shall submit an itemized invoice upon completion of each delivery.

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

5.3 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

5.4 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MoDOT shall not make any advance deposits.

5.5 MoDOT assumes no obligation for supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to rejection and shall be returned at the Bidder's expense.

5.6 MoDOT reserves the right to purchase goods and services using the state purchasing card.

6. Bid Submission

6.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **2:00 p.m., Central Time, November 6, 2015.**

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Kristi Hixson

PO Box 270 Mailing Address
Jefferson City, MO 65102

830 MoDOT Drive Physical Address
Jefferson City, MO 65109

6.2 All bids must be received in a sealed package clearly marked **"9-151106KH-LED Light Fixtures."**

6.3 Submit product specifications with the bid response for any equivalent products.

6.4 MoDOT reserves the right to reject any and all bids for any reason whatsoever.

6.4 Award - The contract will be awarded to the lowest responsive bidder.

a. For the purpose of this bid, items will be awarded on an **"All or None"** basis of the lowest grand total price meeting the specifications and requirements of this bid.

b. All pricing for LED Light Fixtures to be provided on the attached pricing page. All items must be priced.

c. Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for the bidder to check the website for bid results.

7. PRICING PAGE

The bidder shall provide firm, fixed prices in the table below for providing the deliverables in accordance with the provisions and requirements of this RFB. All Costs associated with providing the required deliverable shall be included in the prices stated below. All Items must be priced. If submitting pricing for equivalent product, list make and model in space provided and attach specifications.

Item #	Description:	Quantity	Unit of Issue:	Unit Price:	Extended Price
1	HE Williams LED Troffer Model LT-24-L43/840-AF-DIM-UNV or Equivalent Equivalent Make & Model:	828	EACH		
2	HE Williams LED Troffer Model LT-22-L34/840-AF-DIM-UNV or Equivalent Equivalent Make & Model:	81	EACH		
3	HE Williams LED Troffer Model LT-14-L47/840-AF-DIM-UNV or Equivalent Equivalent Make & Model:	11	EACH		
4	HE Williams LED Troffer Model LT-14-L47/840-AF-DIM-DFK1248W-UNV or Equivalent Equivalent Make & Model:	30	EACH		
5	HE Williams LED Narrow Low Profile Wrap Model 17-4-L55/840-A-DIM-UNV or Equivalent. Equivalent Make & Model:	7	EACH		
				GRAND TOTAL	

*****ALL PRICING SHALL REMAIN FIRM UNTIL MAY 1, 2016*****

Company Name: _____

Signature: _____

Title:_____

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	**Vendor Contact Information (including area codes):** Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	**Signature:**
For Corporations - State in which incorporated:	**For Others -** State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

M/WBE Name	Percentage of Contract	M/WBE Certifying Agency

*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.

Veteran Information	Business Information
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

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 offer **LED Light Fixtures** 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 **LED Light Fixtures** 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.)

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.