

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

3602 North Belt Highway, St. Joseph, MO 64506-1399

REQUEST NO.	NW-14-106
DATE	March 13, 2014

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

1:00 PM, CDT, March 27, 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

Various MoDOT Locations

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Brenda Christie	BUYER TELEPHONE:	(816) 387-2430
BUYER EMAIL:	Brenda.Christie@modot.mo.gov		

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide **Corrugated Metal Pipe** to establish a contract with an effective date of April 1, 2014 and ending September 31, 2014.

Sealed bids will be accepted to supply pipe 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.

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

Is your firm MBE certified?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	WBE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	DBE	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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1. Introduction

- 1.1 The contractor shall provide Corrugated Metal Pipe (CMP) and bands to the Missouri Department of Transportation (MoDOT) in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from the April 1, 2014 through September 31, 2014.

2. Specifications

- 2.1 Corrugated Metal Pipe will be used for maintenance purposes. This material shall meet the enclosed MoDOT specification designated as MGS-91-11G.
- 2.2 5 x 1 inch corrugations may be permitted at the District's discretion. Districts will indicate if they will accept 5 x 1 inch corrugations with their orders.
- 2.3 It will be the responsibility of the supplier to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate by MoDOT, and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.
- 2.4 All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

3. Quantities

- 3.1 MoDOT does not guarantee any specific quantities will be required or ordered from the contractor. Bidders must submit pricing for an as needed, if needed basis, which may be placed throughout the duration of the contract. ***Refer to Appendix A for estimated quantities*** which may be placed as initial orders (subject to slight adjustments if needed).

4. Delivery

- 4.1 All orders shall be delivered to various MoDOT maintenance facilities as identified by each purchase order within 10 business days after receipt of order.
- 4.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 4.3 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the contractor and the appropriate MoDOT district office.
- 4.4 Price all materials as F.O.B. Destination. Include delivery costs in the unit prices bid. Do not list these cost separately.
- 4.5 The contractor shall give the appropriate District Office or other designated contact person(s) at least twenty-four (24) hours notice prior to making delivery to a maintenance facility.

5. Liquidated Damages

- 5.1 The contractor shall agree and understand that providing the material 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, the supplier shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 5.2 The supplier shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of MoDOT to pursue other appropriate remedies. The contractor shall understand and agree that this decision shall be final and without recourse.
- 5.3 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

- 5.4 A demonstrated inability to perform the requirements stated herein may result in suspension or debarment.
- 5.5 The liquidated damages shall either be deducted from the total amount due the supplier or paid by the supplier as a direct payment to MoDOT, at the sole discretion of MoDOT.
- 5.6 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District, as a separate entity.
- 5.7 Performance:
 - 5.7.1 In the event the material fails to meet specifications, the supplier must respond within forty-eight (48) hours to rectify the problem.
 - 5.7.2 In the event the contractor fails to provide the material in accordance with the requirements specified herein, the contractor shall agree and understand that MoDOT shall solely determine which of the following deduction shall be assessed against the contractor for the contractor's noncompliance, and/or required replacement for the noncompliance.
 - 5.7.3 The contractor shall agree and understand the following table of deductions is cumulative. In the event more than one parameter is out of specification (coating, or thickness) the sum of the percentages shall be assessed against the contractor for noncompliance. MoDOT shall determine the parameter out of specification percentages.

DEDUCTION TABLE	
Parameter	Percent(%) Deduction
Metallic coating	30%
Sheet Thickness	30%

5.7.4 The contractor shall agree and understand that in the event multiple loads in a contract year are determined not to comply with the contractual and/or performance requirements, MoDOT reserves the right to increase the percentages listed above.

5.8 Delivery:

- 5.8.1 In the event the contractor fails to deliver material in accordance with the terms and conditions stated herein, the supplier shall be assessed liquidated damages in the amount of \$150 per day for each location for each delinquent day.
- 5.8.2 Should the contractor fail to deliver in accordance with the terms specified herein, MoDOT may, after notifying the vendor, purchase an acceptable product on the open market.
- 5.8.3 Nothing in the contract shall be construed as to relieve the supplier from responsibilities for delivery or the assessment of liquidated damages thereof.

6. Invoicing and Payment Requirements

- 6.1 The bidder shall provide a firm, fixed price for providing the deliverables/services in accordance with the provisions and requirements specified herein. All costs associated with providing the required deliverables/services shall be included on the pricing pages.
- 6.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 6.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

7. **Bid Submission:**

- 7.1 All bids must be received in *a sealed* envelope clearly marked “NW-14-106 CMP”.
- 7.2 All bids must be received at the following address *no later than March 27, 2014 at 1:00 PM, CDT.*
Faxed bids will not be accepted.

The Missouri Department of Transportation
Procurement Division
Attn: Brenda Christie

Mailing/Billing Address
3602 North Belt Highway
St. Joseph, MO 64506-1399

- 7.3 The bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 7.4 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 7.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 7.6 **Cost Determination** – The unit of measure for this bid will be by linear foot or per each item. The low bid shall be determined by adding together the total cost for purchasing one linear foot or one per each item listed on the pricing pages. This grand total will be used to determine the lowest bid for award purposes.
- 7.7 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “All-or-None” basis to the “lowest and best” responsive bidder, providing the prices are acceptable. In the event of tie low bids, the MoDOT reserves the right to establish the method to be used in determining the award.
 - b. Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 7.8 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. Such communication should be received at least five (3) working days prior to the official bid opening date.

PRICING PAGES

The bidder shall provide firm, fixed prices on the following PRICING PAGE in accordance with the terms of this request. All costs associated with providing the required deliverables/services shall be included in the prices stated below. **Pricing must be established on all sizes listed.**

SECTION A – CMP

SECTION B - BANDS

DESCRIPTION	PRICE PER LF 12 Gauge	PRICE PER LF 14 Gauge	PRICE PER LF 16 Gauge	DESCRIPTION	PRICE PER EA 12 Gauge	PRICE PER EA 14 Gauge	PRICE PER EA 16 Gauge
PIPE, CORRUGATED METAL, 12" DIAMETER				BAND W/BOLTS & NUTS, CMP, 12" DIAMETER			
PIPE, CORRUGATED METAL, 15" DIAMETER				BAND W/BOLTS & NUTS, CMP, 15" DIAMETER			
PIPE, CORRUGATED METAL, 18" DIAMETER				BAND W/BOLTS & NUTS, CMP, 18" DIAMETER			
PIPE, CORRUGATED METAL, 21" DIAMETER				BAND W/BOLTS & NUTS, CMP, 21" DIAMETER			
PIPE, CORRUGATED METAL, 24" DIAMETER				BAND W/BOLTS & NUTS, CMP, 24" DIAMETER			
PIPE, CORRUGATED METAL, 30" DIAMETER				BAND W/BOLTS & NUTS, CMP, 30" DIAMETER			
PIPE, CORRUGATED METAL, 36" DIAMETER				BAND W/BOLTS & NUTS, CMP, 36" DIAMETER			
PIPE, CORRUGATED METAL, 42" DIAMETER				BAND W/BOLTS & NUTS, CMP, 42" DIAMETER			
PIPE, CORRUGATED METAL, 48" DIAMETER				BAND W/BOLTS & NUTS, CMP, 48" DIAMETER			
PIPE, CORRUGATED METAL, 54" DIAMETER				BAND W/BOLTS & NUTS, CMP, 54" DIAMETER			
PIPE, CORRUGATED METAL, 60" DIAMETER				BAND W/BOLTS & NUTS, CMP, 60" DIAMETER			
PIPE, CORRUGATED METAL, 66" DIAMETER				BAND W/BOLTS & NUTS, CMP, 66" DIAMETER			
PIPE, CORRUGATED METAL, 72" DIAMETER				BAND W/BOLTS & NUTS, CMP, 72" DIAMETER			
PIPE, CORRUGATED METAL, 84" DIAMETER				BAND W/BOLTS & NUTS, CMP, 84" DIAMETER			
Total Prices (per column)				Total Prices (per column)			

Show place of manufacture and point that material may be made available for inspection: _____

PRICING PAGE (continued)

Please insert the total for each section in the space provided.

SECTIONS	Total – Each Section
A 12 Gauge	
A 14 Gauge	
A 16 Gauge	
B 12 Gauge	
B 14 Gauge	
B 16 Gauge	
Grand Total	

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:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

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

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.

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

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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.

APPENDIX A

CMP SECTIONS

COMMODITY CODE	DESCRIPTION	Est. Quantity (lf)
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	80
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	340
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	570
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER	80
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	550
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	355
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	330
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	110
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	195
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	0
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	30
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	45

BAND W/ BOLTS & NUTS

COMMODITY CODE	DESCRIPTION	Est. Quantity (Ea)
2102980420	BAND W/BOLTS & NUTS, CMP, 15" DIAMETER	4
2102980430	BAND W/BOLTS & NUTS, CMP, 18" DIAMETER	11
2102980450	BAND W/BOLTS & NUTS, CMP, 24" DIAMETER	9
2102980460	BAND W/BOLTS & NUTS, CMP, 30" DIAMETER	6
2102980470	BAND W/BOLTS & NUTS, CMP, 36" DIAMETER	4
2102980480	BAND W/BOLTS & NUTS, CMP, 42" DIAMETER	1
2102980490	BAND W/BOLTS & NUTS, CMP, 48" DIAMETER	1
2102980510	BAND W/BOLTS & NUTS, CMP, 54" DIAMETER	0
2102980520	BAND W/BOLTS & NUTS, CMP, 60" DIAMETER	1
2102980540	BAND W/BOLTS & NUTS, CMP, 72" DIAMETER	1