



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

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED BID*****

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: DECEMBER 5, 2011	BID DUE BY (DATE AND TIME): DECEMBER 21, 2011 BY 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
INITIAL CONTRACT PERIOD: JANUARY 1, 2012 THROUGH DECEMBER 31, 2012	Bid #: KC-B11-008 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. ***SEALED BID***	BUYER NAME: TONI TERRY SR. GENERAL SERVICES TECHNICIAN 816-347-4112
District Mailing Address: Missouri Department of Transportation Procurement Division 600 NE Colbern Road Lee's Summit, MO 64086		Delivery Locations: Various locations in the Kansas City Area See list of individual locations

CONTRACT REQUIREMENTS

1.0 GENERAL SCOPE

1.1 The intent of this bid is to establish a ready source for the supply of vehicle and equipment filters at a firm price for the period of time as indicated on an "as needed, if needed basis", and to be delivered to the various locations throughout the Kansas City Area on a **weekly** basis, per orders placed (see list of locations).

1.2 The quantities listed on the attached sheet titled "Filter Bid Sheet" are estimates based on an annual usage, and are for bidding purposes only, and shall not be considered as being actual order quantities.

1.3 **Prices must be submitted on the attached "filter bid sheet"**. Please write the MRP (market rate price or dealer list price) in the appropriate column (per filter), then write the percent of discount your company is allowing in the **bold** box located toward the top of page 1. Then write in the applicable MoDOT cost after the discount is given.

2.0 CONTRACT AND RENEWAL PERIODS

2.1 CONTRACT PERIOD: The original contract period shall be for 12 months. The contract shall commence on January 1, 2012 when awarded by the Missouri Department of Transportation. The contract shall not bind, nor purport to bind, MoDOT for any contractual commitment in excess of the original contract period (January 1, 2012 through December 31, 2012).

2.2 MoDOT shall have the right, at its sole option, to renew the contract for **three additional one-year periods**, or any portion thereof. Renewal periods will consist of annual cycles; January 1 through December 31. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s), pursuant to applicable option clauses of this document. There will be an allowance for the standard "MRP" price to increase, which commonly occurs in January. The price increase will not go into effect until after the two parties sign the annual agreement, locking in the contract and prices for another year.

Note: Saline County is currently under contract through the end of January.

Company Name:	
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3.0 ORDER AND DELIVERY

3.1 Orders for filters may be placed by phone, fax or e-mail. The timely receipt of MoDOT's requirements is essential. Filters shall be delivered within 7 calendar days from the date of the order placement. Upon receipt of the order, the vendor shall notify within 2 workdays the General Services designated representative if the order cannot be filled completely within the 7 calendar days. It shall be at the discretion of the General Services designated representative to cancel the order for the quantities not deliverable within 7 calendar days, or to request a backorder to be filled within 14 calendar days from the date of the order placement. No quantities for filters shall remain on a backorder status longer than 14 calendar days from the original date of the order placement, unless the vendor is specifically requested to do so by the General Services designated representative.

3.2 Delivery of filters must be accomplished during the work hours of 8:00 to 3:00 Monday through Thursday, excluding holidays (see listing of official holidays). During the summer months (April through October), MoDOT field staff commonly works 4-10 hour days, and WILL NOT take deliveries on Fridays, unless a General Services designated representative works out a suitable delivery schedule agreeable to both parties.

3.3 Filter deliveries may be reviewed every 3 months from date of award, and should the quantity of filters not deliverable within 7 calendar days from date of the order placement exceed 30 percent of total number of filters ordered during that period, the contract may be canceled by MoDOT upon a ten (10) day written notice being sent to the vendor.

4.0 SPECIFICATIONS

4.1 Fleetguard filter numbers are used as a reference only on the filter bid sheet. Requests for approved equals or clarification of specifications will be accepted if the product meets or exceeds the specifications listed on the "filter bid sheet". If bidding a brand other than what's listed on the "filter bid sheet", please supply the manufacturer's specification sheets along with your bid packet for MoDOT's review. Any request for an approved equal must be fully supported with catalog information, specifications, and illustrations or other pertinent information as evidence that the substitute offer is equal to or better than the specifications' requirement.

4.2 Time and consideration allowed for requests under paragraph (4.1) above will be no longer than ten (10) days after the bid opening date and time.

5.0 METHOD OF AWARD

5.1 Award will be made to the lowest and best total extended price listed at the bottom of page 9 of the "Filter Bid Sheet" (Excel Spreadsheet Attachment). The filter bid sheet MUST be completed with a list price (if applicable), along with a discount to be applied towards the list price, in addition to, an extended MoDOT Price for each filter listed. For a bid to be considered, a price MUST BE included for each filter listed. If you are unable to list a price for any one line item, for any reason, please notify the buyer Toni Terry at 816-347-4112 prior to the bid opening date and time (December 21, 2011 @ 1:00 PM).

5.2 A Notice to Proceed letter will be issued to the successful bidder as soon as possible, but no later than 10 days after the bid opening date and time.

6.0 EXCEPTION TO CONTRACT PURCHASES

6.1 As equipment changes through the period of this agreement (old equipment replaced and new equipment received), filters, which are no longer required, may be removed from the price list and/or new types of filters may be added to the price list at the same percentage discount applied to the MRP price or the dealers list price quoted by the vendor.

6.2 MoDOT reserves the right to purchase filters from other sources if a filter is unobtainable and will cause an economical hardship for MoDOT.

6.3 MoDOT reserves the right to purchase filters from other sources for the express purpose of testing to accumulate data for use in promulgating new specifications for future use. This bid is for the Kansas City Area geographic and shall not be considered to replace any other existing, or forthcoming bids.

6.4 MoDOT may terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of contractor's obligations or requirements, upon a ten (10) day written notice being sent to the vendor.

7.0 CROSS REFERENCING

7.1 Upon request, the successful bidder shall provide within fifteen (15) days from the date of request a method for cross-referencing the filters provided by the bidder. The method may consist of CD or book, but the preferred method if available is online. If method is to be by CD or book, a minimum of thirty copies shall be provided as a condition of this bid at no additional expense to MoDOT.

8.0 INVOICING

8.1 Invoices are to be mailed to 600 NE Colbern Road, Lee's Summit, MO 64086.

Shipping Addresses

(Freight must be included in the bid price)

Note: Invoices are to be mailed to 600 NE Colbern Road, Lee's Summit, MO 64086. Include the facility name that placed the order on the invoice.

County	Facility	Address	Location
Cass	Belton	17321 S Peculiar Drive Belton, MO 64012	Rt. 71 – west outer road
	Harrisonville	27821 S State Route 7 Harrisonville, MO 64701	Rt. 7 – 2 miles south of Rt. 71
Clay	Chouteau	3500 Chouteau Trafficway Kansas City, MO 64117	Rt. 269 – north of Chouteau Bridge
	Kearney	301 W 92 Hwy Kearney, MO 64060	0.2 miles east of I-35 on Rt. 92
	Liberty	410 N Church Road Liberty, MO 64068	On northwest outer road at Rt. I-35 & 152
Jackson	Mulberry	650 Mulberry Street Kansas City, MO 64101	From north side of I-70 and Broadway west to Woodsweather, left to Mulberry, left one block on the right
	District Garage	2050 NE Independence Avenue Lee's Summit, MO 64064	West outer road of 470 between Woods Chapel and Colbern Road
	Independence	910 N 291 Hwy Independence, MO 64051	0.5 miles north of 24 Hwy
	Lee's Summit	3050 NE Independence Avenue Lee's Summit, MO 64064	West outer road of 470 between Woods Chapel and Colbern Road
	Stadium	9101 E 40 th Terrace Kansas City, MO 64133	Southeast outer road at I-70 & Blue Ridge Cutoff
Johnson	Knob Noster	143 NE 23 Hwy Knob Noster, MO 65336	0.5 miles north of 50 Hwy on Rt. 23
	Warrensburg	8 NE 375 Warrensburg, MO 64093	Rt. 13, 2.8 miles north of Jct. Rts. 13 & 50
Lafayette	Concordia	601 N Main Concordia, MO 64020	Rt. 23, 0.1 miles north of Jct. I-70 & Rt. 23
	Odessa	7353 Outer Road Odessa, MO 64076	Northwest outer road, 0.4 miles east of Jct. I-70 & 131
Pettis	Sedalia	2200 South Limit Sedalia, MO 65301	
Platte	Nashua	1910 NW Cookingham Drive Kansas City, MO 64155	I-435 & Cookingham Drive
	Platte City	16105 Elm Grove Road Platte City, MO 64079	0.2 miles east of I-29 & 371
Ray	Richmond	42986 Old Hwy 10 Richmond, MO 64085	Rt. 10, 2.0 miles east of city limits
Saline	Marshall	1595 W Arrow Marshall, MO 65340	

Holidays

The following days shall be construed as official holidays under the terms of the contract.

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

MoDOT KC Equipment Counts

PASSENGER CARS	56
PICKUPS	215
UTILITY TRUCKS	28
VANS	27
LD TRUCKS	23
HD TRUCKS - SINGLE AXLE	124
XHD TRUCKS – TANDEM AXLE	75
SKID STEER	12
TRACTORS	7
CRAWLER/DOZER	1
BACKHOES	16
FORKLIFTS	4
LOADERS	25
MOTORGRADERS	10
AERIAL UNITS/AUGERS	24
ROLLERS	8
CRANES & EXCAVATORS	2
STRIPERS	2
DISTRIBUTOR TRUCK/TRAILER	8
AIR COMPRESSORS	4
MISC. ON ROAD EQUIPMENT	23
MISC. OFF ROAD EQUIPMENT	1
LEASE EQUIP. (8 &12 MONTHS)	45
Grand Total for District:	740

Note: These are current equipment totals but are subject to change at any given time due to arrival of new equipment or disposal of old equipment.

**Notification of award will 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.**

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.

VENDOR NOTES

F.O.B. – All materials bid are F.O.B. Destination (as outlined on RFB). Freight costs must be included in the unit price bid and not listed as a separate item.

Vendors may also attach other pertinent or supporting data with their response to this Request For Bid.

All responses to this Request for Bid must be submitted on this form and all pages must be returned to the Buyer listed at the District mailing address shown.

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

FILTER BID SHEET

Prices indicated below MUST include all costs and delivery to each MoDOT Facility listed on page 3 of the RFB bid document.

Percentage off MRP "Market Rate Price"; please enter with decimal included.



LINE ITEM	FILTER NUMBER		Annual Usage (Est.)	SPECIFICATIONS			MRP Market Rate Price (or) dealers list	Discount Applied	Extended MoDOT Price
	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate			
AIR FILTERS									
1	AF1606KM		1			187 cfm			
2	AF1616		2			960 cfm			
3	AF1636		2			N/A			
4	AF1637		2			N/A			
5	AF1640		3			N/A			
6	AF1641		4			275 cfm			
7	AF1650		1			191 cfm			
8	AF1663		5			420 cfm			
9	AF1733K		17			317 cfm			
10	AF1823K		2			141 cfm			
11	AF1824		1			132 cfm			
12	AF1835		3			81 cfm			
13	AF1855		9			70 cfm			
14	AF1862M		1			741 cfm			
15	AF1896M		2			545 cfm			
16	AF1917M		1			428 cfm			
17	AF1934M		13			566 cfm			
18	AF1935M		11			566 cfm			
19	AF1943M		1			858 cfm			
20	AF1980		2			100 cfm			
21	AF25255		1			207 cfm			
22	AF25256		1			265 cfm			
23	AF25258		9			250 cfm			
24	AF25259		1			250 cfm			
25	AF25292		4			247 cfm			
26	AF25437		3			988 cfm			
27	AF25485		2			247 cfm			
28	AF25491		3			423 cfm			
29	AF25492		3			423 cfm			
30	AF25523		3			988 cfm			
31	AF25541		10			400 cfm			
32	AF25551		1			116 cfm			
33	AF25590		13			500 cfm			
34	AF25629		9			350 cfm			
35	AF25707		15			800 cfm			

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	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate		Discount Applied	Extended MoDOT Price
36	AF25732		15			800 cfm			
37	AF25742		4			N/A			
38	AF25756		1			988 cfm			
39	AF25757		2			328 cfm			
40	AF25848		2			328 cfm			
41	AF25962		1			655 cfm			
42	AF311		1			155 cfm			
43	AF346K		1			614 cfm			
44	AF353K		1			483 cfm			
45	AF380		1			234 cfm			
46	AF409KM		2			264 cfm			
47	AF4103		5			317 cfm			
48	AF418		1			565 cfm			
49	AF424		1			565 cfm			
50	AF427M		1			748 cfm			
51	AF434KM		3			459 cfm			
52	AF435KM		2			105 cfm			
53	AF437K		5			144 cfm			
54	AF4563M		5			336 cfm			
55	AF4564KM		1			272 cfm			
56	AF4624		2			355 cfm			
57	AF4626		2			949 cfm			
58	AF4633		1			N/A			
59	AF4654		1			151 cfm			
60	AF4668		1			289 cfm			
61	AF4817		1			N/A			
62	AF4826K		5			247 cfm			
63	AF4827		3			243 cfm			
64	AF4833		1			556 cfm			
65	AF487		1			423 cfm			
66	AF4878		5			406 cfm			
67	AF490M		1			565 cfm			
68	AF4924		1			N/A			
69	AF4949		3			266 cfm			
70	AF4965		16			245 cfm			
71	AF804M		1			459 cfm			
72	AF820M		1			741 cfm			

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	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate		Discount Applied	Extended MoDOT Price
73	AF822M		1			600 cfm			
74	AF886		3			554 cfm			
75	AF897		1			459 cfm			
76	AF915		2			1173 cfm			
77	AF916		2			1173 cfm			
78	AF933		1			369 cfm			
79	AF947		2			583 cfm			
80	AF963		4			420 cfm			
81	AF975M		1			983 cfm			
82	AF976		1			1018 cfm			
83	AF979		112			601 cfm			
84	AF982		2			843 cfm			
85	AF986		6			843 cfm			
86	AF987		45			598 cfm			
87	AF988		1			211 cfm			

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	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate		Discount Applied	Extended MoDOT Price
FUEL FILTERS									
88	FF105C		1	20	96	89 gph			
89	FF149		1	11	N/A	15.9 gph			
90	FF167		8	18	98	13.2 gph			
91	FF182		13	20	97	120 gph			
92	FF185		1	8	97	120 gph			
93	FF200		6	20	97	89 gph			
94	FF203		2	5	98.7	N/A			
95	FF204		1	20	97	89 gph			
96	FF214		2	10	99	50 gph			
97	FF215		13	20	97	50 gph			
98	FF4052A		1	12	98	19.8 gph			
99	FF5006		11	20	95	N/A			
100	FF5011		1	20	97	120 gph			
101	FF5018		18	18	98	19.8 gph			
102	FF5019		19	10	99	34 gph			
103	FF5020		13	20	99	89 gph			
104	FF5021		2	20	96	89 gph			
105	FF5026		3	10	98	31 gph			
106	FF5033		1	20	97	50 gph			
107	FF5039		1	18	98	87 gph			
108	FF5045		3	10	97	N/A			
109	FF5051		2	10	97	N/A			
110	FF5064		1	150	98	17 gph			
111	FF5095		17	20	96	50 gph			
112	FF5097		1	10	98	34.8 gph			
113	FF5108		1	18	98	33 gph			
114	FF5207		2	50	98.7	100 gph			
115	FF5226		3	20	97	50 gph			
116	FF5244		8	10	98	N/A			
117	FF5253		1	20	97	44.9 gph			
118	FF5269		138	8	98.7	34 gph			
119	FF5319		1	5	98.7	99.8 gph			
120	FF5324		1	5	98.7	98.8 gph			
121	FF5418		6	22	98.7	15 gph			
122	FF5455		1	5	96	24 gph			
123	FF5501		7	N/A	N/A	50 gph			
124	FF5503		3	N/A	N/A	50 gph			

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	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate		Discount Applied	Extended MoDOT Price
FUEL/WATER SEPARATOR									
125	FS1205		1	10	96	33 gph			
126	FS1209		1	20	96	89.8 gph			
127	FS1212		2	22	98	52.8 gph			
128	FS1221		5	N/A	N/A	44.9 gph			
129	FS1247		6	20	96	19.8 gph			
130	FS1251		1	62	98	25 gph			
131	FS1254		1	10	98.7	60 gph			
132	FS1258		1	20	96	89.8 gph			
133	FS1280		21	N/A	N/A	59.9 gph			
134	FS1287		2	3	95	N/A			
135	FS1295		13	15	95	N/A			
136	FS1298		2	7	95	44.9 gph			
137	FS19517		9	5	95	19.9 gph			
138	FS19546		2	150	90	20 gph			
139	FS19547		36	40	87	N/A			
140	FS19573		1	5	95	N/A			
141	FS19577		4	150	N/A	N/A			
142	FS19855		12	10	98.7	59.9 gph			
143	FS19684		1	8	98.7	23 gph			

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	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate		Discount Applied	Extended MoDOT Price
HYDRAULIC FILTERS									
144	HF28943		20	40	99.5	16 gpm			
145	HF28949		2	15	98.7	27 gpm			
146	HF30084		1	4.5	98.7	34 gpm			
147	HF6056		8	47	98.7	10 gpm			
148	HF6057		3	43	95	25 gpm			
149	HF6059		2	47	98.7	23.5 gpm			
150	HF6079		1	54	98.7	25 gpm			
151	HF6110		70	15	98.7	49.9 gpm			
152	HF6123		2	60	98.7	8.7 gpm			
153	HF6162		17	50	98.7	5 gpm			
154	HF6163		5	47	98.7	14 gpm			
155	HF6204		2	35	98.7	80 gpm			
156	HF6269		1	41	95	16 gpm			
157	HF6317		8	30	98.7	15.8 gpm			
158	HF6343		1	7	95	100 gpm			
159	HF6420		5	30	99.5	15 gpm			
160	HF6552		3	11	98.7	10 gpm			
161	HF6553		1	11	98.7	20 gpm			
162	HF6554		6	17	95	10 gpm			
163	HF6555		7	20	98.7	15 gpm			
164	HF6565		4	19	95	20 gpm			
165	HF6586		13	20	98.7	29.8 gpm			
166	HF6587		5	13	98.7	49.9 gpm			
167	HF6710		33	47	98.7	14 gpm			
168	HF6726		2	25	98.7	59 gpm			
169	HF6802		4	20	98.7	34 gpm			
170	HF6808		3	18	98.7	50 gpm			
171	HF6809		2	18	98.7	50 gpm			
172	HF6813		3	12	98.7	35.9 gpm			
173	HF6828		3	18	98.7	50 gpm			
174	HF7071		2	25	98.7	21 gpm			
175	HF7608		1	18	98.7	15 gpm			
176	HF7987		3	40	98.7	18.6 gpm			

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	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate		Discount Applied	Extended MoDOT Price
LUBE (OIL) FILTERS									
177	LF16102		22	30	99	6.6 gpm			
178	LF3000		31	30	98.7	20 gpm			
179	LF3313		3	30	68	10.5 gpm			
180	LF3314		3	30	95	5.5 gpm			
181	LF3316		7	30	80	10.9 gpm			
182	LF3328		5	30	68	7.9 gpm			
183	LF3333		1	30	68	28 gpm			
184	LF3335		5	30	95	1.85 gpm			
185	LF3338		12	30	95	1.85 gpm			
186	LF3339		35	30	68	6 gpm			
187	LF3342		1	30	68	5 gpm			
188	LF3343		2	30	55	21 gpm			
189	LF3344		2	30	60	15.8 gpm			
190	LF3345		1	30	95	6.8 gpm			
191	LF3346		1	30	75	18.5 gpm			
192	LF3349		68	30	95	8.7 gpm			
193	LF3443		28	30	95	11.9 gpm			
194	LF3462		3	30	95	1.85 gpm			
195	LF3521		1	30	55	10.5 gpm			
196	LF3528		1	30	68	3 gpm			
197	LF3536		2	30	95	2.9 gpm			
198	LF3552		8	30	100	18.5 gpm			
199	LF3554		8	30	100	7.9 gpm			
200	LF3560		3	30	100	22 gpm			
201	LF3567		5	30	95	28 gpm			
202	LF3604		119	30	65	3 gpm			
203	LF3630		31	30	99	20 gpm			
204	LF3638		1	30	95	5.5 gpm			
205	LF3654		2	15	98.7	N/A			
206	LF3679		35	30	80	3 gpm			
207	LF3681		39	30	95	5 gpm			
208	LF3687		1	30	90	13 gpm			
209	LF3703		6	30	95	13 gpm			
210	LF3749		1	30	75	18.4 gpm			
211	LF3883		290	30	99	45 gpm			

FILTER BID SHEET

Prices indicated below MUST include all costs and delivery to each MoDOT Facility listed on page 3 of the RFB bid document.

Percentage off MRP "Market Rate Price"; please enter with decimal included.



LINE ITEM	FILTER NUMBER		Annual Usage (Est.)	SPECIFICATIONS			MRP Market Rate Price (or) dealers list		
	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate		Discount Applied	Extended MoDOT Price
212	LF3884		1	30	100	8.7 gpm			
213	LF3894		1	N/A	N/A	N/A			
214	LF3945		1	30	83	.83 gpm			
215	LF3959		2	30	95	8.7 gpm			
216	LF3970		6	30	100	21.9 gpm			
217	LF4056		12	30	55	10.5 gpm			
218	LF509N		3	30	68	29 gpm			
219	LF551A		33	30	68	4.7 gpm			
220	LF624		1	N/A	N/A	N/A			
221	LF629		2	N/A	N/A	N/A			
222	LF634		1	30	83	2.9 gpm			
223	LF653		1	30	95	6.6 gpm			
224	LF667		21	30	68	17 gpm			
225	LF678		25	30	95	13 gpm			
226	LF680		1	30	95	19.8 gpm			
227	LF682		2	30	75	10.5 gpm			
228	LF689		1	30	95	3.7 gpm			
229	LF690		92	30	83	7 gpm			
230	LF692		1	30	95	8 gpm			
231	LF699		5	30	68	6.6 gpm			
232	LF700		1	30	68	3.7 gpm			
233	LF701		1	30	68	5 gpm			
234	LF727		5	30	95	5.8 gpm			
235	LF734		6	30	95	13 gpm			
236	LF777		2	10	98	2 gpm			
237	LF780		29	30	95	1.85 gpm			
238	LF782		11	30	95	2.9 gpm			
239	LF796		11	30	95	1.85 gpm			
240	LF9025		12	30	98.7	39.6 gpm			

FILTER BID SHEET

Prices indicated below **MUST include all costs and delivery to each MoDOT Facility listed on page 3 of the RFB bid document.**

Percentage off MRP "Market Rate Price"; please enter with decimal included.



LINE ITEM	FILTER NUMBER		Annual Usage (Est.)	SPECIFICATIONS			MRP Market Rate Price (or) dealers list		
	Fleetguard Brand Number	List other brand & number as applicable:		Micron	Efficiency	Flow Rate		Discount Applied	Extended MoDOT Price
WATER FILTERS									
241	WF2051		3	N/A	N/A	1 gpm			
242	WF2077		43	N/A	N/A	1 gpm			
243	WF2106		42	N/A	N/A	1 gpm			
EXTENDED PRICE USED FOR AWARD PURPOSES									
** each filter (one unit only) x the extended MoDOT unit price: \$									

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.

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.