



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION
 FOR PURCHASES \$25,000.00 AND OVER**

**THIS IS NOT AN ORDER
 REQUEST FOR 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: OCTOBER 4, 2013	BID DUE BY (DATE AND TIME): OCT 15, 2013: 1:00PM	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE COMPLETED BY: 30-45 DAYS ARO	BID #: SW-14-019CS THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. RETURN IN A SEALED ENVELOPE	BUYER NAME/TELEPHONE NUMBER: CHRIS STEPHENS SENIOR PROCUREMENT AGENT 3025 E. KEARNEY SPRINGFIELD, MO 65803 417-895-7811 CHRISTINA.STEPHENS@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation M.P.O. Box 868 3025 E. Kearney Springfield MO, 65803 Facsimile #: 417-895-6704	Delivery Location(s): Springfield Signal Shop – Alpha FXM 1100 UPS systems 2455 North Mayfair Street Springfield, MO 65803 Joplin Signal Shop – Sensata 1100 watts Systems 2800 Stephens Blvd. Joplin, MO 64804	

TRAFFIC SIGNAL BATTERY BACKUP SYSTEMS/CABINETS

Quantity	U/M	DESCRIPTION (Including size and/or P/N)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
5	EA	ALPHA FXM 1100 UPS SYSTEMS Consisting of the following per unit.			
	1	Alpha-026-053-26		Alpha outdoor enclosure S6, w/generator option, ATS/MBP & Auto GTS, Battery cable kit, Natural Finish	
	1	Alpha-017-201-21		Novus FXM 1100 Battery Backup unit w/o Ethernet	
	1	Alpha-012-306-21		48 V Alpha Guard Battery Monitor	
	4	Alpha-195-GXL-5Y		Alpha Gel Battery	
10	EA	Sensata / Dimensions # 24M11-WBE Battery Backup System Inverter, 1100 watts, w/Ethernet Comm & LCD			
10	EA	Sensata Dimensions # 622247-2, Installation kit for 241M11-WBE, includes closed back combo bypass switch, and cable harnesses for 4-battery 24VDC system			
10	EA	Bison Pro-Fab Battery Cabinet closed bottom, for side-of-cabinet mount, Cabinet dimensions 48"H x 21"W x 13" H.			
All shipping costs, fuel surcharges, delivery charges shall be included in unit pricing					

Vendor Notes

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (above), the vendor must specify the “remit to” company/address in the vendor notes section (above).

All responses to this Request for PRICING UPDATES MUST be submitted on this form and **ALL pages and requested documents MUST be returned IN A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or on the mailing label**, to the Buyer listed above at the District mailing address shown

SPECIAL TERMS AND CONDITIONS

CERTIFICATE OF GOOD STANDING

Contractors with a Missouri presence must be registered with the Missouri Secretary of State. Sole Proprietors or Partnerships are excluded from this requirement; all other business entities must comply. This is requested with your bid response, but required prior to issuance of a purchase order and/or notice to proceed. Contractors must submit a copy of their current Authority to Do Business Certificate issued from the Missouri Office of the Secretary of State. You may contact Missouri Office of the Secretary of State at <http://www.sos.mo.gov> or (573) 751-4153.

INVOICING

Payment will be made for each individual project after all work has been completed and a MoDOT representative has verified the billable hours worked on each project with the contractor. The invoice shall be submitted to Chris Stephens: MoDOT 3025 E. Kearney, Springfield, MO 65803. At a minimum the invoice shall contain the hours/days/week, cost, type of equipment, description of job and an organization or person identified that has hired your services. Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your quoted price. Permits must be identified if required on specific equipment with an estimated fixed cost identified.

VENDOR “NO TAX DUE”

Contractors must submit a copy of their “Vendor No Tax Due” letter. Prior to MoDOT issuance of a purchase order and/or notice to proceed, contractors must provide verification of either being registered to collect sales and/or use tax in Missouri, or not making retail sales of tangible personal property or providing taxable services in Missouri. Contractors must verify such by submitting an official “Vendor No Tax Due” letter issued by the Missouri Department of Revenue. The Missouri Department of Revenue will issue the “Vendor No Tax Due” letter if you are properly registered to collect and have properly remitted sales and/or use tax, or if it determines you are not making retail sales in Missouri. You may obtain a “Vendor No Tax Due” letter by contacting the Missouri Department of Revenue. Information regarding House Bill 600, Section 34.040.6 RSMo, is available on the Department of Revenue’s website at: <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

CONTRACT AWARD

This may be a multiple award contract. The Alpha FXM 1100 UPS System and the Sensata 1100 watt Systems are the two systems currently being used in our district. No substitutions will be accepted. The Supplier with the lowest and best price of each brand of system will be awarded the contract for that respective equipment. The FXM 1100 UPS Systems will be shipped to the Springfield Signal Shop and the Sensata 1100 watt Systems will be shipped to the Joplin Signal Shop as identified on page #1 in the delivery location(s) section.

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.

<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

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

- 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.

SPECIAL TERMS AND CONDITIONS**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Award

- a. Award of this bid/quote/proposal will be made as a multiple award.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO QUOTE FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.
THANK YOU**

NO QUOTE

Date: _____

TO: Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E. 32nd Street
Joplin, MO 64804
(417) 629-3226-Fax

FROM: _____

Our Company is submitting “No Quote” on RFQ# _____ for the reason(s) indicated

- Product or service is not available or cannot meet the required specifications
- Other obligations - cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:

Company Contact Person: _____ Phone # _____

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name for your bidder’s list for this product service