

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
3602 North Belt Highway
St. Joseph, Missouri 64506-1399

REQUEST NO.	D1-11-226	
DATE	June 8, 2011	
PAGE NO.	1	NO. OF PAGES

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

01:00 PM, CDT, June 22, 2011

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

BUYER: Brenda Christie, CPPB

BUYER TELEPHONE: 816-387-2430

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide Type S Corrugated Polyethylene Culvert Pipe and Bands. The issuance of the 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.

"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".

A vendor must be in compliance with the established laws to conduct business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name (vendors MUST submit a bid correctly and accurately identifying the company name registered to do business in the State of Missouri). Awarded vendor also be in Good Standing with the Secretary of State's Office.

All vendors must be House Bill 600 compliant Section 34.040.6 RSMo, the Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary, a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

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 the RFB Process.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Buyer.

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 quoted within the timeframe specified herein, after receipt of formal purchase order.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Email: _____

Fax No.: _____

By (Signature): _____

Federal I.D. No. _____

Type/Print Name _____

Form E-103 (Rev. 11-04)

Title: _____

Is your firm MBE certified? Yes No
Is your firm WBE certified? Yes No

MISSOURI DEPARTMENT OF TRANSPORTATION
TYPE S CORRUGATED POLYETHYLENE CULVERT PIPE

1. Introduction

- 1.1 The contractor shall provide Type S Corrugated Polyethylene Culvert Pipe and Bands to Missouri Department of Transportation in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from July 1, 2011 through December 31, 2011.

2. Specifications

- 2.1 This material shall meet MoDOT specification MGS-92-13C and any other provisions outlined in the solicitation documents.
- 2.2 We will only accept "Type S" Corrugated Polyethylene Culvert Pipe as described in Section 2.1 (corrugated surface outside and smooth inner liner). The material to be supplied under this contract shall comply with the requirements of the Missouri Standard Specifications for Highway Construction, Edition 2004.
- 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.
- 2.4 Acceptance of polyethylene culvert pipe will be based on the pipe being provided by a qualified manufacturer, certification, manufacturer quality control documentation, identification markings and tests on samples of the material as required by the engineer.

3. Quantities

- 3.1 MoDOT wants to establish pricing for the sizes provided on the Pricing Page.
- 3.2 Please bid a picked up price and a delivered price (delivery costs must be included in the unit price, not listed as a separate line item) on the pricing page.
- 3.3 MoDOT does not guarantee any specific quantities required from the contractor.
- 3.4 MoDOT may issue purchase orders throughout the duration of the contract on an as needed basis.

4. Delivery

- 4.1 The pipe must be available on-site within 10 working days (Monday-Friday, excluding state holidays) upon receipt of order. Deliveries are to be made during maintenance facilities normal working hours and deliveries will not be accepted on Holidays, Saturdays or Sundays unless prior arrangements have been made.

5. Invoicing and Payment Requirements

- 5.1 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 5.2 All costs associated with providing the required deliveries shall be included on the pricing pages.

6. Bid Submission:

- 6.1 Each bid must be mailed in a sealed package, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified, at the office of:

RFB Coordinator:

Ms. Brenda Christie

Missouri Department of Transportation

Procurement Office

3602 North Belt Highway

St. Joseph, Missouri 64506-1399

Phone: 816-387-2430

Email: Brenda.Christie@modot.mo.gov (Questions Only)

- 6.2 All bids must be received in a sealed package clearly marked “Corrugated Polyethylene Culvert Pipe”.

- 6.3 Contract Award – This bid will be a ‘Multiple Award’ bid where no one bidder is the apparent low bid.

- a. MoDOT reserves the right to choose a supplier, based on availability and cost, in respect to plant location. MoDOT personnel will use these prices in their selection to determine the best price that best serves the interest of MoDOT.

**BID PRICING PAGE
DISTRICT 1**

Pipe Sizes	Unit Price LF (Delivered)	Unit Price LF (Pickup)	Plant Location	Bands	Unit Price EA (Delivered)	Unit Price EA (Pickup)
12" Diameter x 20'				12" Dia.		
15" Diameter x 20'				15" Dia.		
18" Diameter x 20'				18" Dia.		
24" Diameter x 20'				24" Dia.		
30" Diameter x 20'				30" Dia.		
36" Diameter x 20'				36" Dia.		
48" Diameter x 20'				48" Dia.		
60" Diameter x 20'				60" Dia.		



CORRUGATED POLYETHYLENE CULVERT PIPE MGS-92-13C

1.0 DESCRIPTION. These specifications cover the purchase of corrugated polyethylene culvert pipe for maintenance purposes.

2.0 MATERIALS. The pipe shall comply with applicable sections of [Specification Sec 1047](#), except as noted herein.

2.1 Pipe shall be furnished as one of the following types. Unless otherwise specified in the bid request, only Type S will be permitted.

Type S -	corrugated surface outside and smooth inner liner
Type SP -	perforated Type S pipe

3.0 ORDERING INFORMATION.

3.1 Diameter, length, and quantity of pipe, are to be shown in the order. If perforations or a specific type are required, the type is also to be shown.

4.0 ACCEPTANCE. Material will be accepted in accordance with [Specification Sec 1047](#).



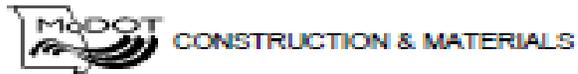
**CORRUGATED POLYETHYLENE CULVERT PIPE
FIELD SECTION 1047 TABLE 1
QUALIFIED FABRICATORS OF CORRUGATED
POLYETHYLENE CULVERT PIPE
(1047CPPE..)**

<u>Plant</u>	<u>Fabrication Units</u>
Advanced Drainage Systems, Inc. 7218 South Ridgeway Court St. Charles, MO 63304 (2/05)	Metric
Advanced Drainage Systems, Inc. 100 N.E. 20 th Street Eagle Grove, IA 50533 (11/04)	Metric
Advanced Drainage Systems, Inc. 210 Metro Park Blvd. Ennis, TX 75119 (11/04)	Metric
Advanced Drainage Systems, Inc. 205 Apache Drive Jackson, MS 39272 (11/04)	Metric
Advanced Drainage Systems, Inc. Buck Creek Church Road Livermore, KY 42352 (11/04)	Metric

Advanced Drainage Systems, Inc. Metric
1600 Industrial Drive
Mendota, IL 61342
(11/04)

Advanced Drainage Systems, Inc. Metric
PO Box 367
2340 E US Hwy 40
Brazil, IN 47834
(10/10)

Advanced Drainage Systems, Inc. Metric
4640 Trueman Boulevard
Hilliard, OH 43026
(6/05)



**CORRUGATED POLYETHYLENE CULVERT PIPE
FIELD SECTION 1047 TABLE 1 Cont'd
QUALIFIED FABRICATORS OF CORRUGATED
POLYETHYLENE CULVERT PIPE
(1047CPPE..)**

<u>Plant</u>	<u>Fabrication Units</u>
Quality Culvert, Inc. 31 Elm Street Athens, GA 35611	English and Metric
Quality Culverts, Inc. 25726 County Road 56 PO Box 435 Astatula, FL 34705	English and Metric
Prinsco Inc. 108 West Highway 7 Prinsburg, MN 56281	English
Prinsco Inc. 111 East Pine Street Chatsworth, IL 60921	English
Southeast Culvert, Inc. 1094 Bankhead Highway Winder, GA 30680	English and Metric
Timewell Drainage Products & Services Route 1, Box 5A Timewell, IL 62375	English

Missouri Highways and Transportation Commission
Standard Bid 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.

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

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.

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

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.

Preferences

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **“PREFERENCE IN PURCHASING PRODUCTS”** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **“MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT”** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled **“MISSOURI SERVICE-DISABLED VETERAN PREFERENCE”** should be completed and returned with the solicitation documents.