

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES

P.O. Box 270, Jefferson City, MO 65102 (Mailing Address)
830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

REQUEST NO.	5-160923LT
DATE	September 15, 2016

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

2:00 PM, Central Time, September 23, 2016

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

F.O.B. Destination(s)

Central Office – Chemical Laboratory
Jefferson City, MO

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Lori Tackett, General Services Specialist	BUYER TELEPHONE:	(573) 522-9481
BUYER EMAIL:	Lori.Tackett@modot.mo.gov		

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders to provide a **“Dynamic Shear Rheometer System.”**

*****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 order.

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

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Dynamic Shear Rheometer System** located in Jefferson City, Missouri to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). All questions regarding the RFB shall be submitted to the RFB Coordinator listed below.

Bids must be returned to the office of the General Services Division no later than September 23, 2016, at 2:00 PM, Central Time.

RFB Coordinator:

**Lori Tackett, General Services Specialist
Missouri Department of Transportation
General Services Division**

PHONE: 573-522-9481

EMAIL ADDRESS: Lori.Tackett@modot.mo.gov

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide a Dynamic Shear Rheometer System (hereinafter referred to as “DSR”) to the Missouri Highways and Transportation Commission (MHTC) and the Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The Bidder shall provide all deliverables and services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit/equipment will be ordered.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the Bidder shall furnish all material, labor, equipment, supplies necessary to provide the deliverables and services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

2.2 Specific Requirements:

- 2.2.1 All materials, equipment, and services shall comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

- 2.3.1 The Bidder shall deliver the DSR to the following MoDOT location(s):

Missouri Department of Transportation
Construction and Materials – Chemical Laboratory
1617 Missouri Boulevard
Jefferson City, Missouri 65109

- 2.3.2 The Bidder must deliver the DSR within thirty (30) calendar days after receipt of order (ARO).

2.4 Installation Requirements:

- 2.4.1 A qualified vendor representative shall install the DSR at the time of the on-site training.
- 2.4.2 Installation of the DSR is to include a full AASHTO compliant calibration at 21 temperatures and torque calibration verification using Cannon N2700000SP standard.
- 2.4.3 The cost for set-up and delivery charges must be included in the stated price(s) in Section 4, Pricing Page.

2.5 Training Requirements:

- 2.5.1 The Bidder shall provide up to one (1) day of on-site training by a qualified vendor representative with the specified MoDOT staff within a week of the delivery of the DSR. The location of the training will be at the MoDOT Chemical Laboratory in Jefferson City, Missouri.
- 2.5.2 The cost of the training must be included in the stated price(s) in Section 4, Pricing Page.

2.6 Warranty Requirements:

- 2.6.1 The Bidder must provide with the DSR at a minimum two (2) year service warranty from date of installation and shall include semi-annual calibrations with a certificate of calibration that meets AASHTO T315 requirements, current application software upgrades, all parts, labor and travel during this period, except for consumable items.
- 2.6.2 The cost of the warranty must be included in the stated price(s) in Section 4, Pricing Page.
- 2.6.3 The DSR software and hardware must be warranted and serviced by the Bidder.

2.7 Invoicing and Payment Requirements:

- 2.7.1 The Bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.7.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.7.3 The Bidder 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.
- 2.7.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever. Shipping/freight shall be included in the stated prices.
- 2.7.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.7.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.8 Other Award Requirements:

- 2.8.1 Contract Period - The contract period shall commence from notice of award until September 30, 2018. This is a one-time purchase.
- 2.8.2 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
 - a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
 - b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The MHTC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

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 <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> 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 <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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: <ol style="list-style-type: none"> 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

MoDOT SPECIFICATION

Dynamic Shear Rheometer (DSR) System

1. The DSR shall meet all the requirements of the current version of AASHTO T315 “Standard Test Method for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)”, ASTM D7175-08 “Test Method for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)”, AASHTO T350 “Test Method for Multiple Stress Creep and Recovery (MSCR) of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)”, and ASTM D7405-10a “Standard Test Method for Multiple Stress Creep and Recovery (MSCR) of Asphalt Binder Using a Dynamic Shear Rheometer”.
2. The DSR shall be supplied to MoDOT with all air filters, flow indicators, communication cables, hoses, and connectors necessary for operation.
3. The Bidder must provide onsite semi-annual AASHTO/AMRL/ASTM compliant calibration services for the DSR. The Bidder shall provide a sample of the compliant calibration documentation with their bid response.
4. The DSR upper and lower test plates shall be serialized or permanently etched of traceable numbers on each test plate. Each set of plates shall be delivered with documentation of precise plate diameters as required by AASHTO T315 and ASTM D7175 reporting requirements for test plate diameter. Two sets of 8mm and 25mm upper and lower test plates shall be provided.
5. The DSR shall be provided with a PT100 PRT temperature calibration device (wafer) which integrates directly with the DSR to perform automatic temperature calibrations via the DSR software. The temperature calibration device shall be delivered with a traceable certificate of calibration which meets the full reporting requirements of AASHTO T315 showing calibration in 6°C increments from 4°C to 88°C. The temperature calibration device shall not require use of a multimeter and must be capable of being sent to a certified calibration laboratory, or Rheometer manufacture, for traceable calibration. Temperature calibration must be conducted with no user interaction covering at least 21 temperatures. One temperature calibration wafer and digital thermometer shall be provided. Vender shall include with their bid an exact certification of calibration supplied with the temperature wafer proposed in their offer.
6. The DSR shall have a commercially available Peltier controlled concentric cylinder (cup and bob) chamber with temperature gradient within the sample not more than +/- 0.1°C and include a traceable PT100 PRT temperature calibration device (wafer) which integrates directly with the DSR to perform automatic temperature calibrations via the DSR software. The Bidder shall provide in the bid response a brochure and specification sheet showing a photo of the concentric cylinder chamber, the temperature calibration sensor for use in the cup and bob configuration, technical specifications and available measuring system geometries. The Bidder shall provide in their bid response engineering data verifying that the sample temperature, as measured within the measuring gap, is within the allowable +/- 0.1°C tolerance throughout the gap.
7. The DSR zero gap and measuring gap setting shall be completely automatic and accomplished via the DSR software. The DSR shall come equipped with automatic gap control, which corrects the measuring gap based on temperature changes. The DSR shall be delivered with these capabilities.
8. The DSR shall affect temperature control using a lower Peltier controlled plate and upper Peltier controlled enclosure for testing over the temperature range of -30°C to +120°C. Systems providing temperature control of the upper plate via electrical resistance heating, fluid circulator cooling, vortex chiller cooling, or use of liquid nitrogen cooling will not be considered. One Peltier upper hood enclosure and one Peltier controlled lower plate shall be provided.

9. The DSR shall utilize a quick connect coupling system which provides one-handed quick connect coupling of the upper test plate to the instrument. The quick connect coupling system shall be of design such that re-zeroing of the gap is not necessary after the upper test plate is removed for cleaning. Systems utilizing a screw-on mechanism or draw rod for affixing the upper test plates will not be considered. The DSR shall be delivered with these capabilities and demonstrated during installation of the instrument.

ADDITIONAL REQUIREMENTS:

1. The Bidder shall have available a loaner DSR for use during down time to exceed five working days. The loaner DSR shall be provided at no charge, except shipping, during the two (2) year warranty period and for a nominal weekly rental rate, plus shipping outside the warranty period.
2. Support service contracts must be available in various different configurations after the initial warranty period expires. During the two year warranty period semi-annual calibrations and service will be included.
3. Support service contract must include semi-annual calibrations with a certificate of calibration that meets AASHTO T315 requirements, and current application software upgrades.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally
Affiant name
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who
being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

