

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64064**

REQUEST NO.	KC-B15-010
DATE	Sep 03, 2014
PAGE NO.	1 NO. OF PAGES 18

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

September 15, 2014 at 1:00 PM CST

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

F.O.B. Destinations

Locations as referenced in bid

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER:	Jody Jordan Intermediate General Services Specialist	BUYER TELEPHONE:	816-347-4103
		BUYER EMAIL:	Jody.Jordan@modot.mo.gov

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide **lease sweeper(s)**. Sealed bids will be accepted to supply equipment as described in this bid. Vendors must factor in all delivery costs associated with the bid price.

*****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.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provider lease sweeper(s). The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

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

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____

Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

KC-B15-010

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **lease sweeper(s)** for the Kansas City District as described herein to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 1:00 p.m., CST, September 15, 2014.**

RFB COORDINATOR:

Jody Jordan,
Intermediate General Services Specialist

MAILING ADDRESS:
Missouri Department of Transportation
Attention: General Services
600 NE Colbern Road
Lee's Summit, MO 64086

PHONE: 816-347-4103

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of lease sweeper(s) as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page(s) / Specifications
 - 5) Vendor Information and Preference Certification Form
 - 6) Cooperative Purchasing Form
 - 7) Anti-Collusion Statement
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide lease sweeper(s) for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee the acquisition of the sweeper once the lease concludes.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment and supplies necessary to provide the services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with lease sweeper(s), in accordance with the pages to follow.
 - a. The bidder shall provide the following services:
Qualified bidders are requested to submit bids for new four wheel truck mounted regenerative air street sweeper(s) on lease for 36 months to include all maintenance and repairs with the option to purchase at the end of the lease period at the sole discretion of MoDOT, if desired. The RFB should also include the use of a loaner sweeper when the lease sweeper(s) are down for maintenance
 - b. Preferred equipment to be mounted on 2014 dual drive Freightliner M2-106 Diesel or equivalent.
 - c. New 4 wheel regenerative air sweepers similar or functionally equivalent to the model below per described specifications:
 - Tymco 500X
 - d. Initially, one unit will be leased; however, MoDOT reserves the right to add additional units on an as needed, if needed basis.
 - e. The intent of this specification is to secure the latest model and design “regenerative air street sweeper”, high dump air street sweeper capable of removing litter, debris, etc., from street surfaces that shall effectively control dust with the use of water. All items appearing the manufacturer’s published literature and specifications are standard and assumed to be included in bidder’s bid response.
 - f. **Cab/Chassis:**
 - aa. Must be diesel engine; shatterproof safety glass, tinted windshield and all windows; dual two-speed windshield wipers with intermittent feature and washers; factory installed AC/Heater and defroster; high back air suspension bucket seats or mid-back in air ride seats for both operator positions.
 - bb. Dual operating controls, RH and LH operator positions with all O.E.M components, AM/FM radio, LH and RH grab handles, seatbelts, LH and RH electric remote West Coast type outside mirrors, with 8” convex spot mirrors.
 - cc. RH gauge package shall be identical to original LH gauge package on dash.
 - dd. Controls for all drive and sweeping functions shall be in-cab mounted.
 - ee. Engine protection system utilizing coolant temperature, oil pressure, etc.

- ff. Minimum H.P. on chassis engine to be 200.
- gg. Chassis must have a minimum 32,000 pound GVWR and meet all current emission and motor vehicle standards.
- hh. Chassis must have air dryer.

- g. **Auxiliary Engine:**
 - aa. Diesel; minimum four cylinder minimum tier four emission, fuel injected, dry type air cleaner.
 - bb. A shutdown shall be supplied which stops the engine when the hydraulic oil in the reservoir falls below the acceptable level required.
 - cc. A shutdown shall be supplied which stops the engine when the engine temperature and oil pressure falls below the acceptable level required.

- h. **Instruments, Inside Cab Mounted:**
 - aa. Water temperature, oil pressure and diesel gauges for all engines, ammeter, speedometer/odometer, tachometer, electric hour meter for all engines and broom hour meter. All instruments are to be located on dash of cab, centrally located for good vision from operator position(s).

- i. **Electrical System, 12-Volt:**
 - aa. Complete 12-volt electrical system with a minimum of 100 amp alternator and minimum dual 900 CCA batteries.
 - bb. Battery box/holder(s) shall be mounted to chassis and easily accessible.

- j. **Steering:**
 - aa. Full power hydraulic

- k. **Hopper:**
 - aa. Minimum capacity four cubic yards; controlled from inside of cab. Dash mounted full load indicator light shall be furnished.
 - bb. Hopper must have the ability to ground dump or dump at infinite levels up to a minimum of ten feet height for truck loading.
 - cc. Fixed dump height units will NOT be accepted or considered.

- l. **Hydraulic System:**
 - aa. Complete with all pumps and motors, pickup broom, gutter brooms and for operation of lift functions and steering.

- m. **Sweeping/Cleaning Equipment:**
 - aa. Hopper and all wear areas are to be stainless steel.

- n. **Pickup Head:**
 - aa. Broom assist pickup head shall be mounted at the rear of the pickup head and shall be fully enclosed. Control of the rotation and positioning shall be accomplished by a single toggle switch on the sweeper console in cab. The broom shall be driven hydraulically at 230 RPM. A separate hydraulic pump will be provided for all broom functions. The broom shall be 79" long and 12" in diameter. The broom patten shall be easily adjustable by mechanisms on top of the pickup head.

Nominal broom replacement shall be fifteen minutes. The design of the broom suspension shall provide automatic, independent adjustment of each broom end to surface being swept. Two hydraulic cylinders shall be incorporated to provide positioning and independence of the broom ends. Down pressure and broom pattern shall be hydromechanically controlled to provide maximum broom performance and life.

o. Side or Gutter Brooms (LH and RH):

- aa. Free floating spring suspension, pneumatic or hydraulic lift control, automatic retract. The segments shall be disposable and quick replaceable type.
- bb. Travel width not to exceed eight feet.
- cc. Core and brooms to be manufacturers standard.
- dd. Side broom tilt with in-cab controls.
- ee. LH and RH gutter brooms shall have hydraulic tilt with in cab controls.

p. Water System:

- aa. Industrial grade polyethylene or stainless steel water tank with filler hose pump, spray bars over each gutter broom and pickup broom, front spray bar and tank level indicator.
- bb. High output water system required.
- cc. Stainless steel mesh filter required in the water system to prevent spray bars from clogging.
- dd. Hydrant fill hose required, minimum of sixteen feet.

q. Control Panel:

- aa. Shall include all sweeping and auxiliary engine controls.

r. Safety Systems:

- aa. Auto Sweep Interrupt: Electronic circuit designed to engage when transmission selector is placed in to reverse with auto sweep interrupt sent in the auto mode. Auto sequence of operations is in the following order: 1) Auxiliary engine is idled and gutter brooms are stopped. 2) Dust control system is turned off. 3) Left gutter broom is raised. 4) Right gutter broom is raised. 5) Pickup Head is raised. A reset button will reposition all functions to previous settings except auxiliary engine RPM, which must be manually reset.
- bb. Two (2) top-mounted LED warning lights shall be supplied with light protector. One (1) LED warning light to be mounted at the rear of the unit and one (1) LED warning light to be mounted on the rear of cab, but not on cab itself.
- cc. Two (2) flush mounted LED warning lights shall be installed in tailgate/bumper, bottom right and left hand corner.
- dd. Arrow stick lighting system

s. Paint:

- aa. Color to be factory white.

t. Operator Training:

- aa. Operator training shall be provided for the district street sweeper operators. The training shall include safety, equipment operation and daily maintenance.
- bb. This training will be accomplished using the leased machine(s).
- cc. Operator training shall be included in lease price.

u. **Drain Cleaning:**

- aa. Hose may be detached or attached.

v. **Additional Materials:**

- aa. Four sets of keys shall be provided with each machine delivered.
- bb. Bidder shall furnish the district with an operator's manual with each unit delivered.
- cc. Manufacturer's full detail specifications pertaining to the equipment offered shall be delivered to the purchasing department, if so requested by the district.
- dd. In addition to the equipment specified, the machine(s) shall be equipped with all other standard equipment as specified by the manufacturer, as offered to the public.

w. **Additional Requirements:**

Equipment Maintenance

- aa. The successful bidder shall include in the lease all required preventative maintenance other than the daily maintenance and engine oil changes on both engines. If the street sweeper is out of service for more than four working days for maintenance or repairs, the successful bidder shall provide a replacement street sweeper until the district's machine is returned to service. All costs associated with securing and delivering the relief unit shall be at the bidder's expense. The relief unit shall be functionally equivalent to its replacement.
- bb. The bidder shall be responsible for the cost of parts and labor for the following: chassis and related components, sweeper and related components with the exception of gutter brooms and main brushes and the transporting of equipment to and from its facility for any repairs or maintenance required if said repairs or maintenance cannot be completed at the district's site.
- cc. The bidder will retain the right to inspect the street sweeper and make recommendations for repairs. All maintenance shall be performed in keeping with the requirements of the manufacturer.
- dd. All weekly, monthly, semi-annual and annual maintenance requirements shall be scheduled so as to not interfere with normal sweeping schedules.
- ee. The district will perform the daily maintenance on the street sweeper in accordance with the manufacturer's recommendations, which shall be supplied by the bidder.
- ff. MoDOT will assume responsibility for repair costs as a result of damage from fire, windstorm, flood, lightning, theft, vandalism, accidents, negligence and wear items.

Equipment Availability

- aa. Equipment availability shall apply to equipment put out of service due to faulty parts, components, or equipment design, which renders the unit unable or unsafe to perform those operations for which the unit was designed. MoDOT supervising personnel, after inspection, will determine if the unit is inoperable or unsafe.
- bb. The unit will be considered out of service starting the first normal workday following the bidder's notification by MoDOT that the unit is inoperable or unsafe and requires repair.
- cc. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit.

Liquidated Damages

- aa. It is the objective of the district to obtain performance in accordance with the terms of the specifications and at the standards set forth in this contract. The Commission, the traveling public and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased administration cost, potential liability, traffic and traffic

flow regulation cost, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the bidder will be charged with liquidated damages specified in the amount of \$100 per day for each full day for non-performance or deficiencies in facilitation 95% availability, unless the successful bidder provides an equivalent loaner by the fourth day and will continue daily until such deficiencies or non-performance is corrected to the satisfaction of the district. It shall be the responsibility of the General Services Manager to determine the quantity of operation down time.

- bb. The said liquidated damages specified will be assessed regardless of whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract. Days that the Department has suspended sweeping operations will not be assessed liquidated damages.
- cc. The bidder shall further agree and understand that such liquidated damages shall either be deducted from the total amount due to the contractor or paid by the bidder as a direct payment to MoDOT, at the sole discretion of MoDOT.
- dd. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
- ee. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Equipment arriving after 3:00 p.m. will not be unloaded until the following workday. No equipment will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the equipment, the Contractor agrees to pay all transportation charges on the equipment as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

2.3.2 The contractor shall deliver the equipment specified herein to the following MoDOT location:

- a. Missouri Department of Transportation
Kansas City District Garage
2050 NE Independence Ave.
Lee's Summit, MO 64064
KC District General Services Manager, Joseph Hinton
Joseph.Hinton@modot.mo.gov
816-347-4101

2.4 Contract/Purchase Order:

2.4.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

Missouri Department of Transportation
General Services Division
600 NE Colbern Road
Lee's Summit, MO 64086
Attn: Jody Jordan

- 2.5.2 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.
- 2.5.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor **Payment Website** to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.5.4 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.
- 2.5.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.5.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.
- 2.5.9 MoDOT 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 Federal Excise Tax Exemption Certificate will be furnished to the successful bidder as part of the contracting process.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from the date of award until September 15, 2017.
- 2.6.2 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that

particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.6.3 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment 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.

2.6.4 Insurance:

- a. The bidder shall supply insurance on lease sweeper unit.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "Lease Sweeper".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically

refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.6 Cost Determination: The low bid shall be determined by the monthly price quoted by the bidder. The price per month shall include all associated training costs, insurance expenses, future warranty repairs and anticipated preventative maintenance costs, excluding the cost of oil changes and filter replacements, as needed.
- 3.1.7 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid/quote/proposal will be made on an “All or Nothing” basis using the “lowest and best” principle of award.
 - b. Notification of award shall 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.

4. PRICING PAGE

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.

Line Item #	Description	Price Per Month	Acquisition Price at End of Lease
001	Lease Sweeper for 36 Months (Include Operator Manuals, Manufacturer's Literature and Four Key Sets)	\$ _____ <i>per unit</i>	\$ _____ <i>per unit</i>

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

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>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</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

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **(Lease Sweeper(s))** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **(Lease Sweeper(s))** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

) **SS.**

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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.

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 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.

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/Proposal 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.

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.

Prohibition Of Employment Of Unauthorized Aliens:

a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. 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

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the

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

part of the Contractor to comply with any of the provisions of the Contract.

- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100.00 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.