

MAILING ADDRESS:  
MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES, P.O. BOX 270  
JEFFERSON CITY, MO 65102

REQUEST NO.	3-121011TV
DATE	September 19, 2012
PAGE NO.	1

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

**2:00 pm., Local Time, October 11, 2012**

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  
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Tom Veasman

**BUYER TELEPHONE:** 573-522-4404

**BUYER EMAIL:**

tom.veasman@modot.mo.gov

**EQUIPMENT - EXCAVATORS**

This Request For Bid seeks bids from qualified organizations to provide excavators in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., October 11, 2012. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at: <http://www.modot.mo.gov/business/surplus/Fleet%20Buyers%20Web%20Page/RoadandOffRoadBids.htm>

**Components of Agreement:** The Agreement between MHTC and the successful Bidder(s) shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR TERMS, 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:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Federal I.D. No.** \_\_\_\_\_

**Type/Print Name** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

**Title:**  
**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 **excavator(s)** for the locations in the State of Missouri (listed on page 2-3 of this document), 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. 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 2:00 p.m., CDT, October 11, 2012.**

#### **RFB COORDINATOR:**

**Tom Veasman, Senior General Services Specialist**

#### **MAILING ADDRESS:**

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Tom Veasman**

#### **PHYSICAL ADDRESS:**

**Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109**

**PHONE: 573-522-4404**

**FAX: 573-526-1218**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of excavators 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 Pages / 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 excavators on an as needed, if needed basis 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 how many units will be ordered.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/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 excavators, in accordance with the attached specifications.

### 2.3 Required Specifications:

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT specification and any other provisions outlined in the solicitation documents.

### 2.4 Delivery Requirements:

- 2.4.1 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 each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
  - b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material 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.

- 2.4.2 The contractor shall deliver the products specified herein to the following MoDOT locations:

Missouri Department of Transportation  
Northwest District Garage  
3602 N. Belt Highway  
St. Joseph, Missouri 64502  
NW District General Services Manager, Danny Rosenbohm  
Danny.Rosenbohm@modot.mo.gov  
816-387-2446

Missouri Department of Transportation  
Northeast District Garage  
Highway 61 South  
Hannibal, Missouri 63401  
NE District General Services Manager, Roy Hogsett  
Roy.Hogsett@modot.mo.gov  
660-385-8674

Missouri Department of Transportation  
Kansas City District Garage  
2050 N.E. Independence  
Lee Summit Missouri 64064  
KC District General Services Manager, Joseph Hinton  
Joseph.Hinton@modot.mo.gov  
816-347-4101

Missouri Department of Transportation  
Central District Garage  
1511 Missouri Blvd  
Jefferson City, Missouri 65101  
CD District General Services Manager, Coleen Welter  
[coleen.welter@modot.mo.gov](mailto:coleen.welter@modot.mo.gov)  
573-751-3660

Missouri Department of Transportation  
St. Louis District Garage  
2309 Barrett Station Rd  
Ballwin, Missouri 63021  
STL District General Services Manager, Scott Boyer  
Scott.Boyer@modot.mo.gov  
314-301-1422

Missouri Department of Transportation  
Southwest District Garage  
Springfield, Missouri 65804  
3025 E. Kearney  
SW District General Services Manager, John Sinclair  
[John.Sinclair@modot.mo.gov](mailto:John.Sinclair@modot.mo.gov)  
417-829-8033

Missouri Department of Transportation  
Southeast District Garage  
201 N. Main  
Sikeston, Missouri 63801  
SE District General Services Manager, Jacky Traw  
[Jacky.Traw@modot.mo.gov](mailto:Jacky.Traw@modot.mo.gov)  
417-469-9041

Missouri Department of Transportation  
902 N. Missouri St  
Macon, Missouri 63552  
NE District General Services Manager, Roy Hogsett  
[Roy.Hogsett@modot.mo.gov](mailto:Roy.Hogsett@modot.mo.gov)  
660-385-8674

Missouri Department of Transportation  
3901 East 32<sup>nd</sup> Street  
Joplin, Missouri 64804  
SW District General Services Manager, John Sinclair  
[John.Sinclair@modot.mo.gov](mailto:John.Sinclair@modot.mo.gov)  
417-829-8033

Missouri Department of Transportation  
3956 East Main  
Willow Springs, Missouri 65793.  
SE District General Services Manager, Jacky Traw  
[Jacky.Traw@modot.mo.gov](mailto:Jacky.Traw@modot.mo.gov)  
417-469-9041

**2.5 Contract/Purchase Order:**

2.5.1 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.

**2.6 Invoicing and Payment Requirements:**

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

Missouri Department of Transportation  
P.O. Box 270  
Jefferson City, MO 65102  
Attn: Kim Minnick

2.6.2 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.

- 2.6.3 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.
- 2.6.4 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.
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 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.
- 2.6.7 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.

## **2.7 Other Contractual Requirements:**

- 2.7.1 Contract Period - The contract shall commence from the date of award until June 30, 2013 with up to three (3) one-year renewal option periods, or any portion therein.
- 2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.7.3 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.
- 2.7.4 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.

**2.8.1 Equipment Trade-In Allowance:**

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.
- b. The vendor must be currently under contract with MoDOT.
- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

**Trade-In Worksheet Example:**

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

**2.8.2 Equipment Refurbishments:**

- a. If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

2.8.3 In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

2.8.4 Please submit a complete parts and options list with detailed pricing information for each make/model of excavators your company would be willing to provide. Please indicate on the Pricing Pages the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all air compressor equipment options available in your data book or pricing guides.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "Excavators".
- 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 Contract Award:
- a. This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the "lowest and best" bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of excavators. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

**PRICING PAGES / SPECIFICATIONS**

**Item # 1 Manufacturer’s Standard Crawler Excavator**, meeting the net horsepower range of **100 to 130 with 15 to 25 metric ton operating weight rating as advertised in the manufacturer’s standard literature, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager (see MoDOT district map attached at back of RFB).

*If bidding more than one make or model, make copies of this pricing sheet and submit it with your bid.*

I am bidding (MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

Price \$ \_\_\_\_\_

**Vendor must complete for each unit bid**

- Net Horse Power: \_\_\_\_\_
- Engine Make: \_\_\_\_\_
- Engine Model: \_\_\_\_\_
- Operating Weight: (lbs) \_\_\_\_\_
- Operating Weight (metric ton) \_\_\_\_\_
- Max Dig Depth:(ft/in) \_\_\_\_\_
- Depth @ 8’ bottom: (ft/in) \_\_\_\_\_
- Max. depth of vertical wall (ft/in) \_\_\_\_\_
- Reach @ground level (ft/in) \_\_\_\_\_
- Dump Height (ft/in) \_\_\_\_\_
- Track shoe or rubber shoe width (in) \_\_\_\_\_
- Tail overhang over side (in) \_\_\_\_\_
- Length of track on ground (ft/in) \_\_\_\_\_

**Warranty Information -**

**Standard Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Extended Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Begin Date:** \_\_\_\_\_

Please indicate if your unit has any of the following equipment options, if the feature is **OPTIONAL** please provide pricing in the **OPTIONS** table.

**ENGINE:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_  
 STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

Hydraulic fan reverser  
 Engine coolant heater

**HYDRAULIC SYSTEM:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_  
 STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_  
 STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

Auxilliary hydraulic lines  
 Auxilliary pilot and electric controls  
 Hydraulic filter restriction indicator kit

**UNDERCARRIAGE:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

Triple semi-grouser shoes, 800 mm (32 in.)

**BUCKET:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_  
 STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

Hydraulic Bucket Quick Coupler  
 30" Heavy Duty Toothed Bucket (with pin(s) if applicable)  
 36" Heavy Duty Toothed Bucket (with pin(s) if applicable)  
 50" Smooth Ditching Bucket (with pin(s) if applicable)  
 72" Smooth Ditching Bucket (with pin(s) if applicable)

**FRONT ATTACHMENTS:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_  
 STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

Arm, 2.71m minimum (8 ft. 10 in.)  
 Hydraulic Thumb Attachment

**FRAME:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

Counter weight of 2000 lbs. (minimum) at back of unit to counter weight of Hydraulic Bucket Quick Coupler and Hydraulic Thumb Attachment

**OPERATOR'S STATION:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_  
 STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

Hydraulic oil filter restriction indicator light  
 Protection screens for cab front, rear, and side

**LIGHTS:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_  
 STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

LED or strobe type amber beacon light  
 Two lights mounted on cab/ One mounted on the right side of the boom

**DIAGNOSTIC CAPABILITIES:**

STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_  
 STANDARD \_\_\_ OPTIONAL \_\_\_ NOT AVAILABLE \_\_\_

On-board self-diagnostic system for determining source of problems  
 Hardware/software available to allow in-house diagnostic capabilities (if on-board system is not available)

OPTION	DESCRIPTION	Price
	<i>In addition to the MoDOT requested options, please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1		
Option 2		
Option 3		

Option 4		
Option 5		
Option 6		
Option 7		
Option 8		
Option 9		
Option 10		
Option 11		
Option 12		
Option 13		
Option 14		
Option 15		
Option 16		
Option 17		
Option 18		
Option 19		
Option 20		

Please indicate with an 'X' the districts (see MoDOT district map attached at back of RFB) for which you are bidding:

Northwest District (NW) \_\_\_\_\_ Northeast District (NE) \_\_\_\_\_ Kansas City (KC) District \_\_\_\_\_  
 Central District (CD) \_\_\_\_\_ St. Louis District (STL) \_\_\_\_\_ Southwest District (SW) \_\_\_\_\_  
 Southeast District (SE) \_\_\_\_\_ All Districts \_\_\_\_\_

**Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all excavator options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount \_\_\_\_\_*

Delivery will be made \_\_\_\_\_ days after receipt of order.

**Item # 2 Manufacturer's Standard Wheeled Excavator with One-Piece Boom**, meeting the net horsepower range of **120 to 160 with 17 to 21 metric ton operating weight rating as advertised in the manufacturer's standard literature, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager (see MoDOT district map attached at back of RFB) .

*If bidding more than one make or model make copies of this pricing sheet and submit it with your bid.*

I am bidding (MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

Price \$ \_\_\_\_\_

**Vendor must complete for each unit bid**

Net Horse Power: \_\_\_\_\_  
Engine Make: \_\_\_\_\_  
Engine Model: \_\_\_\_\_  
Operating Weight lbs: \_\_\_\_\_  
Operating Weight: (metric ton) \_\_\_\_\_  
Max Dig Depth:(ft/in) \_\_\_\_\_  
Depth @ 8' bottom:(ft/in) \_\_\_\_\_  
Max depth of vertical wall (ft/in) \_\_\_\_\_  
Reach @ground level (ft/in) \_\_\_\_\_  
Dump Height (ft/in) \_\_\_\_\_  
Blade or Outrigger \_\_\_\_\_  
Transport width:(ft/in) \_\_\_\_\_  
Tailswing radius:(ft/in) \_\_\_\_\_

**Warranty Information -**

**Standard Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Extended Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Begin Date:** \_\_\_\_\_

Please indicate if your unit has the following equipment option, if the feature is **OPTIONAL** please provide pricing in the **OPTIONS** table.

STANDARD\_\_\_ OPTIONAL\_\_\_ NOT AVAILABLE\_\_\_ Hydraulic Control Pattern Changer

OPTION	DESCRIPTION	Price
	<i>In addition to the MoDOT requested option, please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		
Option 7		

Please indicate with an 'X' the districts (see MoDOT district map attached at back of RFB) for which you are bidding:

Northwest District (NW) \_\_\_\_\_ Northeast District (NE) \_\_\_\_\_ Kansas City (KC) District \_\_\_\_\_  
 Central District (CD) \_\_\_\_\_ St. Louis District (STL) \_\_\_\_\_ Southwest District (SW) \_\_\_\_\_  
 Southeast District (SE) \_\_\_\_\_ All Districts \_\_\_\_\_

**Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all excavator options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount \_\_\_\_\_*

Delivery will be made \_\_\_\_\_ days after receipt of order.

**Item # 3 Manufacturer's Standard Wheeled Excavator with Two-Piece and Telescopic Booms**, meeting the net horsepower range of **120 to 160 with 17 to 21 metric ton operating weight rating as advertised in the manufacturer's standard literature, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager (see MoDOT district map attached at back of RFB).

*If bidding more than one make or model make copies of this pricing sheet and submit it with your bid.*

I am bidding (MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

Price \$ \_\_\_\_\_

**Vendor must complete for each unit bid**

Net Horse Power: \_\_\_\_\_  
Engine Make: \_\_\_\_\_  
Engine Model: \_\_\_\_\_  
Operating Weight lbs: \_\_\_\_\_  
Operating Weight: (metric ton) \_\_\_\_\_  
Max Dig Depth:(ft/in) \_\_\_\_\_  
Depth @ 8' bottom:(ft/in) \_\_\_\_\_  
Max depth of vertical wall (ft/in) \_\_\_\_\_  
Reach @ground level (ft/in) \_\_\_\_\_  
Dump Height (ft/in) \_\_\_\_\_  
Blade or Outrigger \_\_\_\_\_  
Transport width:(ft/in) \_\_\_\_\_  
Tailswing radius:(ft/in) \_\_\_\_\_

**Warranty Information -**

**Standard Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Extended Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Begin Date:** \_\_\_\_\_

Please indicate if your unit has the following equipment option, if the feature is **OPTIONAL** please provide pricing in the **OPTIONS** table.

STANDARD\_\_\_ OPTIONAL\_\_\_ NOT AVAILABLE\_\_\_                      Hydraulic Control Pattern Changer

OPTION	DESCRIPTION	Price
	<i>In addition to the MoDOT requested option, please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		
Option 7		

Please indicate with an 'X' the districts (see MoDOT district map attached at back of RFB) for which you are bidding:

Northwest District (NW) \_\_\_\_\_ Northeast District (NE) \_\_\_\_\_ Kansas City (KC) District \_\_\_\_\_  
 Central District (CD) \_\_\_\_\_ St. Louis District (STL) \_\_\_\_\_ Southwest District (SW) \_\_\_\_\_  
 Southeast District (SE) \_\_\_\_\_ All Districts \_\_\_\_\_

Please submit a complete parts and options list with detailed pricing information for each **(make/model)** your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all excavator options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount \_\_\_\_\_*

Delivery will be made \_\_\_\_\_ days after receipt of order.

## Training

Each excavator purchased by MoDOT shall have the minimum mandatory training supplied as outlined below:

Item A – Mandatory for each unit sold (if multiple, at MoDOT’s discretion, training may be combined)

Four (4) hours safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Item B - Price must be included for each item for the following optional training: **Price per student \$\_\_\_\_\_**

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

**Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.**

a.) 8 hours Electronic Operation and Diagnostics

1. Engine
2. Transmission
3. HVAC
4. Hydraulics
5. Calibration Procedures

b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic

1. Operation
2. Adjustments
3. Pressure/Flow Tests

Item C - Optional Software – Price must be included for the following: diagnostic software, cables, and interface. Price per set \$ \_\_\_\_\_

Item D - Optional price \$\_\_\_\_\_ for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT’s discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.

Item E - Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

## **Manuals**

- a. One set of service and parts CD's per unit sold.
- b. Operator manuals must be hard copy and supplied with each individual unit.

All vendors shall provide toll free numbers for technical assistance on all components of the items bid. Toll free numbers shall be manned during normal working hours (8 AM to 5 PM).

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) 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: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<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**

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> 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 <b><u>Location Products are Manufactured or Produced.</u></b>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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 **excavators** 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 **excavators** 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 \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

**SS.**

\_\_\_\_\_  
\_\_\_\_\_ 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 \_\_\_\_\_

## 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 (6<sup>th</sup>) 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.

### 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**

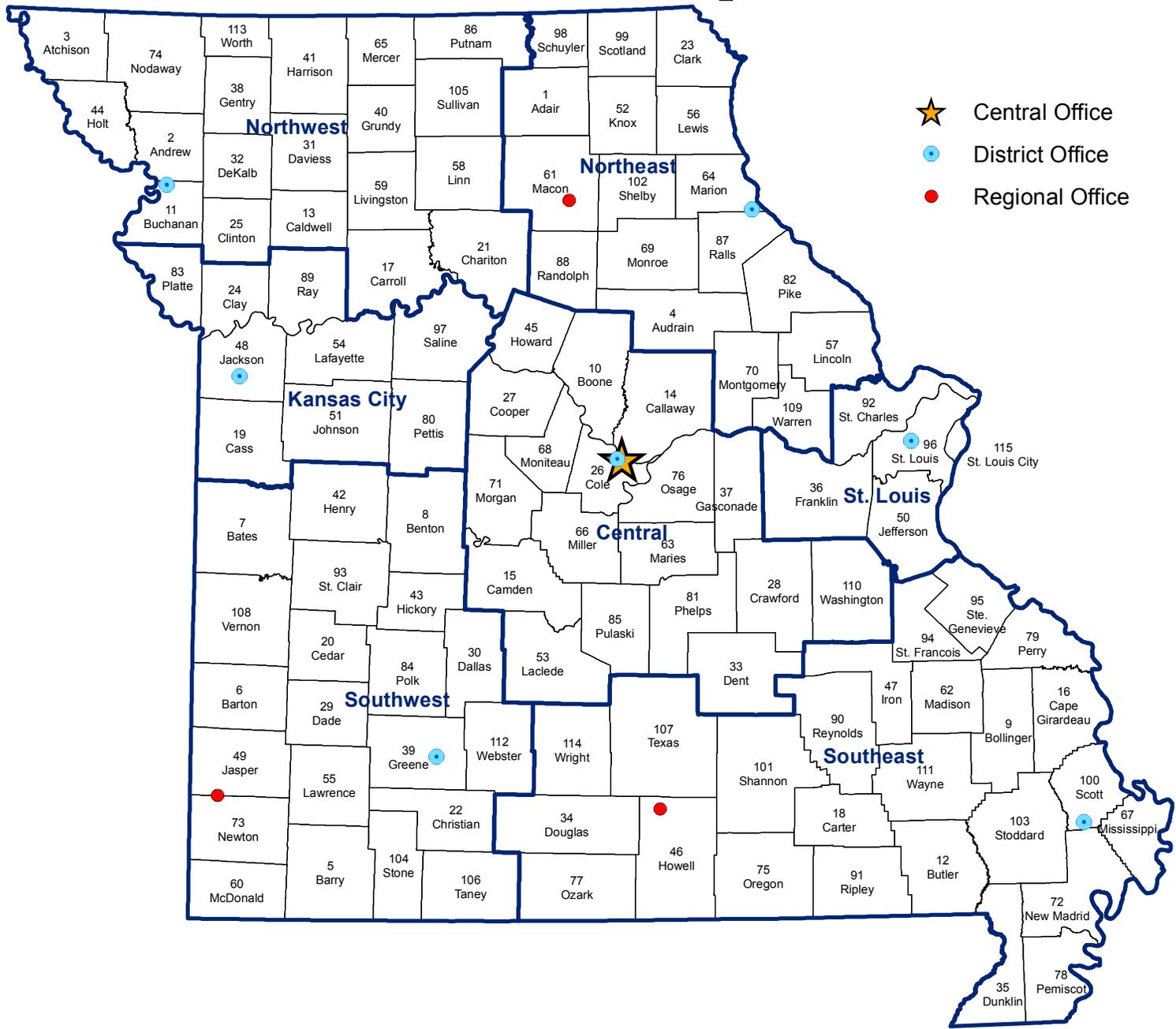
The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its 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.

# Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	DeKalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Stoddard	100	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			

