

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION**  
**GENERAL SERVICES - PROCUREMENT**  
**PO Box 270**  
**Jefferson City, MO 65102**

REQUEST NO.	3-150514RW
DATE	April 29, 2015

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

**2:00 pm., Central Time, May14, 2015**

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

830 MoDOT Drive, Jefferson City, MO 65109

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

**BUYER:** Robin Warren

**BUYER TELEPHONE:** 573-526-7929

**BUYER EMAIL:**

[Robin.Warren@modot.mo.gov](mailto:Robin.Warren@modot.mo.gov)

**EQUIPMENT**

**FORKLIFTS**

To establish a contract to furnish "Forklifts" in accordance with the following pages.

*It is the responsibility of the Bidder to check the website for any and all addendums.*

(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:** \_\_\_\_\_

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

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

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

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

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

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

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

**Title:** \_\_\_\_\_

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

**Is your firm WBE  
certified?** ☐ Yes ☐ No

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

This Request for Bid (RFB) seeks bids from qualified organizations to provide forklifts that comply with all the requirements identified in Section 2 SCOPE OF WORK of this RFB for the Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope per Section 3 BID SUBMISSION. **Bids must be returned no later than 2:00 p.m., Central Time, May 14, 2015.**

#### **RFB COORDINATOR:**

**Robin Warren**  
**Sr. General Services Specialist**

**Phone:** 573-526-7929  
**E-mail:** [Robin.Warren@modot.mo.gov](mailto:Robin.Warren@modot.mo.gov)

## **2. SCOPE OF WORK**

### **2.1 General Requirements:**

- 2.1.1 The Bidder shall provide forklifts in accordance with the provisions and requirements stated herein and at the sole satisfaction of MoDOT.
- 2.1.2 Unless otherwise specified herein, the Bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the forklifts required herein.
- 2.1.3 Forklifts will be ordered on an as needed, if needed basis. MoDOT does not guarantee any purchases on the contract.

### **2.2 Specification Requirements:**

It shall be the Bidder's responsibility to meet all requirements as indicated in the attached specifications, along with any other provisions outlined in this solicitation document.

### **2.3 Delivery Requirements:**

- 2.3.1 Unless otherwise specified on the purchase order, 24 hours advance notice of each delivery is required. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday.
- 2.3.2 Delivery shall be made to the following MoDOT locations:
  - a. St. Joseph, Missouri 64502
  - b. Macon, Missouri 63552
  - c. Hannibal, Missouri 63401
  - d. Lee's Summit, Missouri 64064-8002
  - e. Jefferson City, Missouri 65102
  - f. Chesterfield, Missouri 63017-5712
  - g. Joplin, Missouri 64802
  - h. Springfield, Missouri 65801
  - i. Willow Springs, Missouri 65793
  - j. Sikeston, Missouri 63801
  - k. Other locations as may be required

### **2.4 Invoicing and Payment Requirements:**

- 2.4.1 An itemized invoice shall be submitted to the applicable requesting address upon completion of delivery.
- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order. 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.
- 2.4.3 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever.
- 2.4.5 MoDOT shall not make any advance deposits.

2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to MoDOT's rejection and shall be returned at the Bidder's expense.

2.4.7 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

## **2.5 Other Contractual Requirements:**

2.5.1 Contract Period\_- The contract period shall commence from the date of award notification until May 31, 2016, with up to three (3) one-year renewal option periods, or any portion therein.

2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.5.3 Escalation Clause - In the event the Bidder requests a price increase during either the original award period or any renewal period, a written request and documentation justifying the need for a price increase, and the amount of such price increase must be provided. MoDOT will review the written request and documentation, and decide if a price increase is to be granted at that particular time. The vendor 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 award period, or if applicable, the first 3 months of a renewal period.

2.5.4 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 forklift received by MoDOT shall be deemed accepted until MoDOT has had reasonable opportunity to do an inspection.
- b. Forklifts which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, forklifts which are discovered to be defective or which do not conform to any warranty of the vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected forklift at the Bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable forklift shall not exclude any other legal or equitable remedies MoDOT may have.

2.5.5 Warranty – A copy of standard warranty coverage information should be included with bid response.

2.5.6 Fuel - 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, Bidder agrees 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.

2.5.7 Service and Operator Manuals – A hard copy operator manual and one (1) set of service and parts manuals (CD or hard copy) shall be supplied at the time of delivery.

2.5.8 Technical Service – A number for technical assistance during normal working hours from 8:00 a.m. to 4:00 p.m. shall be provided at time of delivery.

2.5.9 Training:

- a. Training shall be included in the unit price and shall take place at each district where equipment is delivered or at an offsite location at the Bidder's expense.
- b. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance.
- c. The Bidder shall supply training within one month of delivery and acceptance and shall supply all training materials.
- d. Training shall be a minimum of four (4) hours. If more than four (4) hours of training is necessary, the district shall notify the Bidder in advance of the scheduled training to set up the additional hours needed.
- e. Warranty coverage shall be explained during training.
- f. Should the training not meet the requirements indicated above, the Bidder shall come back to the location the training first took place and hold the training again.
- g. A listing of available training materials should be made available with bid response.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “**Forklifts 3-150514RW**”.
- 3.1.2 All bids must be received at the following address no later than 2:00 p.m., Central Time, May 14, 2015.

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Robin Warren

830 MoDOT Drive  
Jefferson City, MO 65109

Physical Address

PO Box 270  
Jefferson City, MO 65102

Mailing Address

- 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 five (5) 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 five (5) 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 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 will include but are not limited to price, delivery timeline, warranty, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models.

## 4. PRICING

### 4.1 Pricing and District Selection(s):

- 4.1.1 The Bidder shall provide firm, fixed pricing on the attached pricing pages for the original contract period for providing the equipment in accordance with the provisions and requirements of this RFB. **All costs** associated with providing the required equipment shall be included in the prices stated.
- 4.1.2 Place a mark by those MoDOT Districts for which you are bidding. Bidders are responsible for servicing all counties within the district(s) selected. ***See attached District Map.***

\_\_\_\_\_ All Districts

\_\_\_\_\_ Northwest District

\_\_\_\_\_ Northeast District

\_\_\_\_\_ Kansas City District

\_\_\_\_\_ Central District

\_\_\_\_\_ St. Louis District

\_\_\_\_\_ Southwest District

\_\_\_\_\_ Southeast District

***Company Name*** \_\_\_\_\_

***Signature*** \_\_\_\_\_

**Item # 1 – Purchase of a new Electric Forklift 3,000 to 5,000 lb. capacity, per specification, NET DELIVERED PRICE** to ordering location.

***If bidding multiple makes or models, make copies of this pricing sheet and submit it with your bid.***

**MAKE** \_\_\_\_\_ **MODEL** \_\_\_\_\_

**EACH \$** \_\_\_\_\_

**Specification**

The forklift to be furnished under these specifications shall be electric minimum of 36 volts, and have a minimum load capacity of 3,000 lbs and not more than 5,000 lbs at 24-inch fork face to load center of gravity, designed for indoor use with approximate 42" forks. This unit shall be a sit down model. It shall be a complete high visibility three (3) stage one-man operating unit with all foot and hand controls, instruments and gauges conveniently grouped and located at the operator station, easily accessible to the operator, allowing full visibility front and rear.

**Vendor must complete the following for consideration of acceptable make and model.**

Load Capacity: lbs	_____
Volts	_____
Service Weight	_____
Wheels: Front/Rear: (x=driven)	_____
Tire Type:	_____
Number of tires Front/Rear	_____
Max. Fork Height, Full Capacity: (in)	_____
Length to Fork Face: (in)	_____
Width: (in.)	_____
Wheelbase (in)	_____
Turning Radius: (in)	_____
Gradeability @ 1mph loaded (%)	_____
Service Brake Type	_____
Parking Brake Type	_____
Engine HP	_____
Transmission Type	_____
Draw Bar Pull	_____

***List any vendor-recommended options. Use additional sheets if necessary.***

OPTION	DESCRIPTION	Price
Option 1	Three (3) phase battery charger to fully charge forklift	
Option 2	Extended Warranty	
Option 3		
Option 4		
Option 5		
Option 6		



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 percentage (%) discount off Manufacturers Suggested Retail Price (MSRP) for all forklift 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 (ARO)**

**Standard Warranty:** Provide a description below of the standard warranty for the unit. Indicate the coverage period and what is covered under the warranty. *A copy of standard warranty coverage should be included with bid response.*

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**Extended Warranty:** Provide a description below of the extended warranty offered for the unit. Indicate the coverage period and what is covered under the warranty.

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**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 2 – Purchase of a new Solid/Pneumatic Tired Forklift (Diesel Powered) 6,000 to 10,000 lb. capacity, per specification, NET DELIVERED PRICE to ordering location.**

***If bidding multiple makes or models, make copies of this pricing sheet and submit it with your bid.***

**MAKE** \_\_\_\_\_ **MODEL** \_\_\_\_\_

**EACH \$** \_\_\_\_\_

**Specification**

The forklift to be furnished under these specifications shall be ***diesel powered***, have the minimum load capacity of 6,000 lbs and not more than 10,000 lbs at 24-inch fork face to load center of gravity. This unit shall be designed for outdoors use with approximate 48" forks has the axle capacity and suspension stability to carry and lift capacity loads on uneven terrain. This unit shall be a sit down model. It shall be a complete hi-visibility three (3) stage one-man operating unit with all foot and hand controls, instruments and gauges conveniently grouped and located at the operator station, easily accessible to the operator, allowing full visibility front and rear.

**Vendor must complete the following for consideration of acceptable make and model.**

Load Capacity: lbs	_____
Volts	_____
Service Weight	_____
Wheels: Front/Rear: (x=driven)	_____
Tire Type:	_____
Number of tires Front/Rear	_____
Max. Fork Height, Full Capacity: (in)	_____
Length to Fork Face: (in)	_____
Width: (in.)	_____
Wheelbase (in)	_____
Turning Radius: (in)	_____
Gradeability @ 1mph loaded (%)	_____
Service Brake Type	_____
Parking Brake Type	_____
Engine HP	_____
Transmission Type	_____
Fuel Type	_____
Fuel Capacity	_____
Draw Bar Pull	_____

***List any vendor-recommended options. Use additional sheets if necessary.***

OPTION	DESCRIPTION	Price
Option 1	Extended Warranty	
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		

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 percentage (%) discount off Manufacturers Suggested Retail Price (MSRP) for all forklift 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 (ARO)**

**Standard Warranty:** Provide a description below of the standard warranty for the unit. Indicate the coverage period and what is covered under the warranty. *A copy of standard warranty coverage should be included with bid response.*

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**Extended Warranty:** Provide a description below of the extended warranty offered for the unit. Indicate the coverage period and what is covered under the warranty.

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**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 3 – Purchase of a new Solid/Pneumatic Tired Forklift (Propane Powered) 6,000 to 10,000 lb. capacity, per specification, NET DELIVERED PRICE to ordering location.**

***If bidding multiple makes or models, make copies of this pricing sheet and submit it with your bid.***

**MAKE** \_\_\_\_\_ **MODEL** \_\_\_\_\_

**EACH \$** \_\_\_\_\_

**Specification**

The forklift to be furnished under these specifications shall be ***propane powered***, have the minimum load capacity of 6,000 lbs and not more than 10,000 lbs at 24-inch fork face to load center of gravity. This unit shall be designed for outdoors use with approximate 48" forks has the axle capacity and suspension stability to carry and lift capacity loads on uneven terrain. This unit shall be a sit down model. It shall be a complete hi-visibility three (3) stage one-man operating unit with all foot and hand controls, instruments and gauges conveniently grouped and located at the operator station, easily accessible to the operator, allowing full visibility front and rear.

**Vendor must complete the following for consideration of acceptable make and model.**

Load Capacity: lbs	_____
Volts	_____
Service Weight	_____
Wheels: Front/Rear: (x=driven)	_____
Tire Type:	_____
Number of tires Front/Rear	_____
Max. Fork Height, Full Capacity: (in)	_____
Length to Fork Face: (in)	_____
Width: (in.)	_____
Wheelbase (in)	_____
Turning Radius: (in)	_____
Gradeability @ 1mph loaded (%)	_____
Service Brake Type	_____
Parking Brake Type	_____
Engine HP	_____
Transmission Type	_____
Fuel Type	_____
Fuel Capacity	_____
Draw Bar Pull	_____

***List any vendor-recommended options. Use additional sheets if necessary.***

OPTION	DESCRIPTION	Price
Option 1	Extended Warranty	
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		

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 percentage (%) discount off Manufacturers Suggested Retail Price (MSRP) for all forklift 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 (ARO)**

**Standard Warranty:** Provide a description below of the standard warranty for the unit. Indicate the coverage period and what is covered under the warranty. *A copy of standard warranty coverage should be included with bid response.*

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**Extended Warranty:** Provide a description below of the extended warranty offered for the unit. Indicate the coverage period and what is covered under the warranty.

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**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 4 – Purchase of a new Rough Terrain Type Forklift (Diesel Powered) 6,000 to 10,000 lb. capacity, per specification, NET DELIVERED PRICE to ordering location.**

***If bidding multiple makes or models, make copies of this pricing sheet and submit it with your bid.***

**MAKE** \_\_\_\_\_ **MODEL** \_\_\_\_\_

**EACH \$** \_\_\_\_\_

**Specification**

The forklift to be furnished under these specifications shall be diesel powered minimum 74 gross horsepower engine. This unit shall be designed for outdoor use, have the axle capacity and suspension stability to carry and lift capacity loads with a minimum of 6000 lbs and maximum of 12,000 lbs@ 24 inch load center on rough and uneven terrain. It shall be a complete one-man sit down operating unit with all foot and hand controls, instruments and gauges conveniently grouped and located at the operator station, easily accessible to the operator, allowing full visibility front and rear. This unit must be provided with standard 48" forks.

**Vendor must complete the following for consideration of acceptable make and model.**

Load Capacity: lbs	_____
Volts	_____
Service Weight	_____
Wheels: Front/Rear: (x=driven)	_____
Tire Type:	_____
Number of tires Front/Rear	_____
Max. Fork Height, Full Capacity: (in)	_____
Length to Fork Face: (in)	_____
Width: (in.)	_____
Wheelbase (in)	_____
Turning Radius: (in)	_____
Gradeability @ 1mph loaded (%)	_____
Service Brake Type	_____
Parking Brake Type	_____
Engine HP	_____
Transmission Type	_____
Fuel Type	_____
Fuel Capacity	_____
Draw Bar Pull	_____

***List any vendor-recommended options. Use additional sheets if necessary.***

OPTION	DESCRIPTION	Price
Option 1	Extended Warranty	
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		

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 percentage (%) discount off Manufacturers Suggested Retail Price (MSRP) for all forklift 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 (ARO)**

***Standard Warranty:** Provide a description below of the standard warranty for the unit. Indicate the coverage period and what is covered under the warranty. A copy of standard warranty coverage should be included with bid response.*

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***Extended Warranty:** Provide a description below of the extended warranty offered for the unit. Indicate the coverage period and what is covered under the warranty.*

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**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

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:  <i>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></i>										
<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>		<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>								
<i>If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b></i>										

### Preference Certification

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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</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				
<i>If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b></i>					
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</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:					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">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</td> <td style="width: 50%;">b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</td> </tr> <tr> <td style="text-align: center;"><u>Veteran Information</u></td> <td style="text-align: center;"><u>Business Information</u></td> </tr> </table>		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>
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				



## COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer ***forklifts*** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department 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 ***forklifts*** meeting the Department 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 Department 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 \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

**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 (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.

**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**

**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.

**Official Holidays**

- a. 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

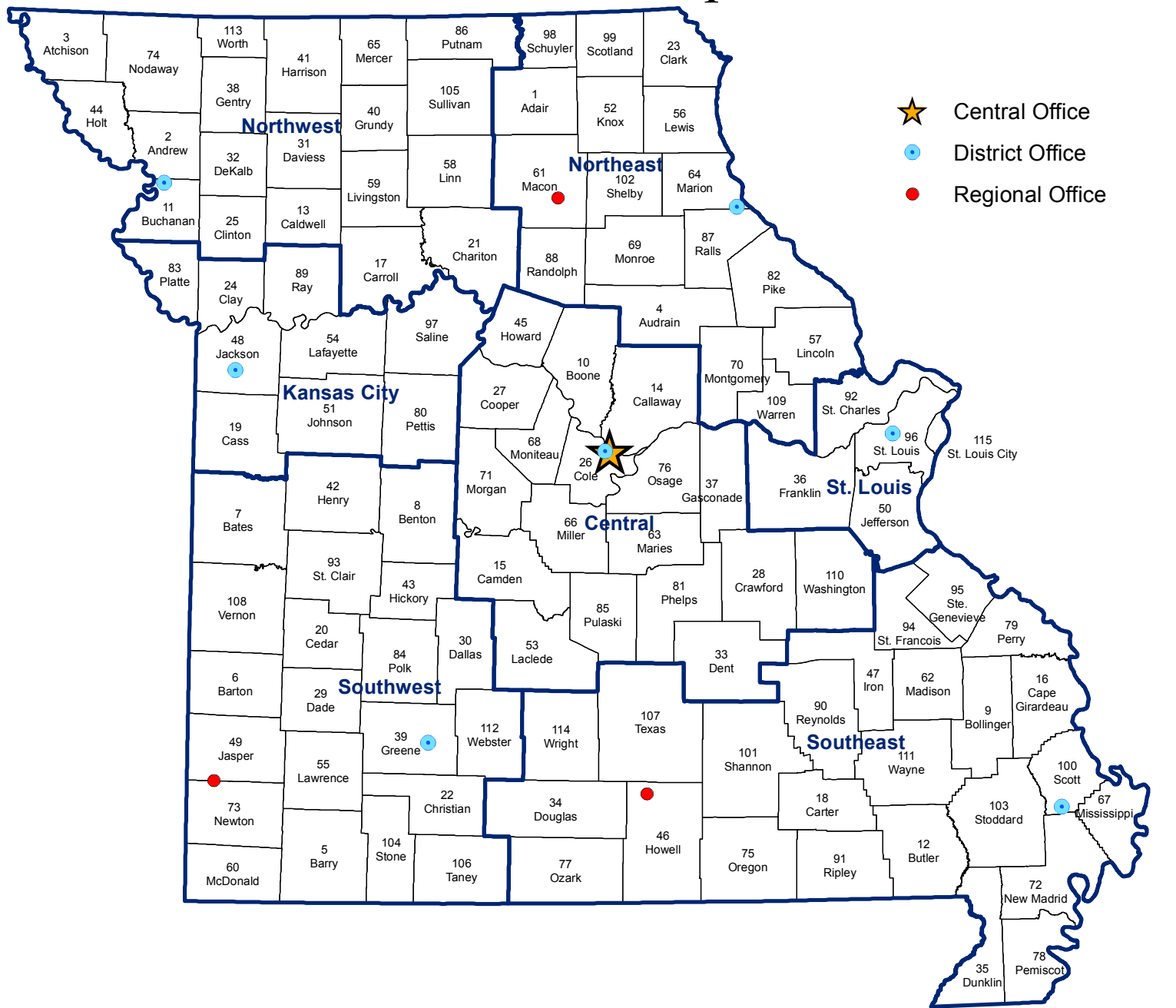
- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the equipment 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.

# 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	SE	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	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			



6/27/2011