



MISSOURI DEPARTMENT OF TRANSPORTATION
BID GUIDELINES AND DOCUMENTATION

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED BID*****

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: OCTOBER 30, 2013	BID DUE BY (DATE AND TIME): NOVEMBER 14, 2013 By 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
TO BE DELIVERED BY: SPECIFY YOUR DELIVERY TIME BELOW A.R.O. (AFTER RECEIPT OF ORDER)	Bid #: KC-B13-031 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. ***SEALED BID***	BUYER NAME: TONI TERRY SR. GENERAL SERVICES TECHNICIAN 816-347-4112 TONI.TERRY@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation General Services Procurement Division 600 NE Colbern Road Lee's Summit, MO 64086		Delivery Location: Missouri Department of Transportation Attn: Rusty James 600 NE Colbern Road Lee's Summit, MO 64086

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION
1	Each	Magnum Pro MLT3060 Kubota Light Tower (or equivalent) Unit to include the following options: - Interior Cabinet Light - Tubelight Diffused Lighting Accessory See Specifications attached for Magnum Kubota Light Tower on Pages 3 through 6. If bidding a model other than the MLT3060 Kubota, include information on make and model and attach a specification sheet to your bid response.	\$	\$
		TOTAL AMOUNT	\$	\$
		Specify Delivery Time in Space Provided:		

Company Name:	
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**Notification of award will be at the time the tabulation is posted to the Internet.
It is the sole responsibility for all bidders to check the website for bid results.**

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.

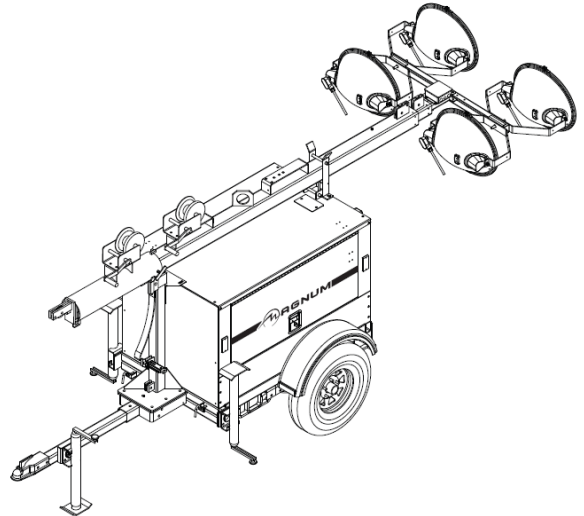
VENDOR NOTES

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

Magnum Light Tower – MLT3060 Specifications

ENGINE

- Kubota® D1005-E3BG1-MGM-1 - liquid cooled, diesel engine
 - Standby - 13.1 hp @ 1800 rpm
 - Prime - 11.7 hp @ 1800 rpm
 - 3 cylinder
 - 1.0 L displacement
- Fuel consumption (prime) – 0.50 gph (1.89 Lph)
- 60 Hz engine/generator
- Industrial engine exhaust system
- Rubber vibration dampers isolate engine/generator from frame
- Cooling system capable of operating at 120°F ambient
- Full flow oil filter, spin on type
- Fuel filter with replaceable element
- Dry type cartridge air filter
- Polyethylene fuel tank with large diameter opening
 - 30 gal. capacity
 - 60 hr. run capacity
 - 3 ½" fill port



ENGINE CONTROLS

- Engraved, aluminum punched and anodized control panel
- Four position keyed switch – glow plugs (preheat, off, run, start)
- Hour meter
- Automatic low oil/high temperature shutdown system

GENERATOR

- Marathon Electric®
 - Brushless
- 6 kW standby output
- 120/240 VAC – 50/25A
- +/-6% capacitor voltage regulation

ELECTRICAL SYSTEM AND CONTROLS

- Individual floodlight circuits with 15A breakers
- Ballast indicator lights
- 30A start limit breaker (assures no load condition exists before starting)
- Standard individually breakered convenience outlets:
 - (1) 120 VAC 20 Amp GFCI duplex outlets (Nema 5-20R type)
 - (1) 240 VAC 30 Amp twistlock outlets (Nema L6-30R type)
- 440 CCA wet cell battery



FLOODLIGHTS

- Four light fixtures – 1000 watts each - metal halide
- Oval aluminum reflector
- Tempered glass lens
- Silicone gaskets for moisture and dust protection
- Individual floodlight On/Off switches

WIRING

- All wiring is sized to the amperage draw required
- AC & DC wiring diagrams are provided

MAST

- 30' maximum extension, 3-section, tubular steel
- Urethane guides on all sides of mast tubes
- Industrial black powder coat finish
- Automatic locking system in horizontal position for travel
- 1500 lb. automatic self-braking winches
- 360° rotation with locking system
- Coiled mast cord
- Dual winch system located at ergonomic height allowing single person operation
- Equipped with single lifting eye and fork pockets

ENCLOSURE

- Steel enclosure – 14-gauge
 - UV& fade resistant, high temperature cured, white polyester powder paint
 - 68 dB(A) at 23 feet – prime power
- Stainless steel hinges on doors
- Multi-lingual operating/safety decals
- License plate holder with light
- Manual holder with operating manual

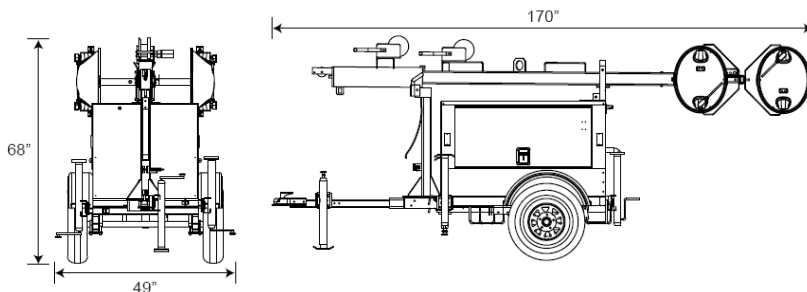
TRAILER

- Mast support - 3" square tube, 1/4" wall
- Removable tongue - 48" long
- Tubular steel frame - 3/16" wall
- Four, 2000 lb. adjustable leveling jacks – 4 point stance
- All jacks transport and lock in horizontal position for storage
- Side outriggers - 8' 1/4" span
- Safety chains with spring loaded safety hooks
- 2" ball hitch
- Single wall polyethylene fenders
- DOT approved tail, side, brake, and directional lights
 - Recessed rear lights
- 2200 lb. leaf spring axle
- ST175/80D13 – 6 ply
- 40.75 in. axle span



WEIGHTS & DIMENSIONS

- Dry weight: 1657 lbs (752 kg)
- Operating weight: 1870 lbs (848 kg)
- Mast stowed: 170 x 49 x 68 in (4.32 x 1.25 x 1.73 m)



WARRANTY

- Engine and generator covered under OEM warranty – consult factory for details.

CERTIFICATIONS

- CSA certified

MLT3060 Options

COOLANT OPTIONS

- ♦ 60/40 Coolant, 60% Ethylene glycol

ENGINE OPTIONS

- ♦ Heated fuel filter
- ♦ Oil drain valve kit
- ♦ Lower radiator hose – engine heater

ELECTRICAL CONTROLS OPTIONS

- ♦ 720 CCA wet cell battery
- ♦ 720 CCA gel cell battery
- ♦ 775 sealed AGM battery
- ♦ Battery disconnect
- ♦ Battery charger – 2A trickle
- ♦ Autolight controller

CABINET OPTIONS

- ♦ Interior cabinet light
- ♦ Level indicator

HITCH OPTIONS

- ♦ 2.5" lunette ring
- ♦ 3" lunette ring
- ♦ 3" HD lunette ring
- ♦ 2 5/16" ball
- ♦ Combination hitch – 2.5" lunette ring / 2" ball



TRAILER OPTIONS

- ◆ Tube and sleeve jack
- ◆ 6 pin or 7 spade connectors
- ◆ Spare tire and carrier

LIGHT OPTIONS

- ◆ Tubelight™ Diffused Light accessory
- ◆ High pressure sodium, quick disconnect lights

MAST CORD OPTIONS

- ◆ Drape cord

MAST, WINCH, & FINISH OPTIONS

- ◆ Galvanized, manual, dual winch
- ◆ Galvanized, electric, dual winch
- ◆ Galvanized, electric, dual winch, quick disconnect
- ◆ Black, electric, dual winch
- ◆ Black, electric, dual winch, quick disconnect



VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

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

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** 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 **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal 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.