

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES - PROCUREMENT  
830 MoDOT Drive, Jefferson City, MO  
65109**

REQUEST NO.	3-120515RJ
DATE	April 27, 2012
PAGE NO.	1

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

**2:00 pm., Local Time, May 15, 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:** Reva Jones

**BUYER TELEPHONE:** 573-526-2744

**BUYER EMAIL:** reva.jones@modot.mo.gov

**EQUIPMENT**

**Melter Applicator and Pavement Cutter**

To establish a contract to furnish "melter applicators and pavement cutters" in accordance with

**Components of Agreement:** The Agreement between MHTC and the successful Bidder 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: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Federal I.D. No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Type/Print Name \_\_\_\_\_

Is your firm MBE  
certified? ☐ Yes ☐ No

Title: \_\_\_\_\_  
Is your firm WBE  
certified? ☐ Yes ☐ No

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

### **1.1 Introduction:**

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **melter applicators and pavement cutters** for the locations in the State of Missouri (listed on page 2 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, May 15, 2012.**

#### **RFB COORDINATOR:**

**Reva Jones, Senior General Services Specialist  
Missouri Department of Transportation, General Services  
830 MoDOT Drive  
Jefferson City, MO 65109**

**PHONE: 573-526-2744**

**FAX: 573-526-1218**

### **1.2 General Information:**

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

## **2. SCOPE OF WORK**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide melter applicators and pavement cutters 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 melter applicators and pavement cutters, 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:

- 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

## **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  
830 MoDOT Drive  
P.O. Box 270  
Attn: Kim Minnick  
Jefferson City, MO 65102

- 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 May 31, 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 Additional Notifications:**
- 2.8.1 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.
- 2.8.2 **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>

**2.8.3 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.

- 2.8.4 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.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked "Melter Applicator and Pavement Cutter".
- 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 melter applicators and pavement cutters. 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.

#### 4. PRICING PAGES

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

Item # 1 - Small Melter Applicator meeting the attached MoDOT specification 1221 SM.

Make \_\_\_\_\_ Model \_\_\_\_\_

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

#### OPTIONS

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Surge Brakes in lieu of Electric Brakes	
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		

Please submit a complete parts and options list with detailed pricing information for each small melter applicator your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all small melter applicator 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 approximately \_\_\_\_\_ days after receipt of order.

Please indicate with an 'X' the locations (see page 2) for which you are bidding.

Refer to Attachment A to see the counties within each district. (*Bidders are responsible for servicing all counties within the district(s) selected.*)

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

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

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

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

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

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

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

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



Item #2 - Large Melter Applicator meeting the attached MoDOT specification 1221 LG.

Make \_\_\_\_\_

Model \_\_\_\_\_

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

**OPTIONS**

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Surge Brakes in lieu of Electric Brakes	
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		

**Please submit a complete parts and options list with detailed pricing information for each large melter applicator your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all large melter applicator 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 approximately \_\_\_\_\_ days after receipt of order.

Please indicate with an 'X' the locations (see page 2) for which you are bidding.

Refer to Attachment A to see the counties within each district. (*Bidders are responsible for servicing all counties within the district(s) selected.*)

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

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

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

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

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

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

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

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

Item #3 - Pavement Cutter meeting the attached MoDOT specification E1221 ROUTER.

Make \_\_\_\_\_

Model \_\_\_\_\_

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

**OPTIONS**

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Surge Brakes in lieu of Electric Brakes	
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		

**Please submit a complete parts list with detailed pricing information for each pavement cutter your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all pavement cutter 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 approximately \_\_\_\_\_ days after receipt of order.

Please indicate with an 'X' the locations (see page 2) for which you are bidding.

Refer to Attachment A to see the counties within each district. (*Bidders are responsible for servicing all counties within the district(s) selected.*)

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

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

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

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

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

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

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

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

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

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

Vendor Name/Mailing Address:  Email Address:  Printed Name of Responsible Officer or Employee:  For Corporations - State in which incorporated:	Vendor Contact Information (Including area codes): Phone #: Cellular #: Fax #: Signature:  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 <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>		<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>								
If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>										

## 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 <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b>	
<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: <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 **melter applicators and pavement cutters** 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 **melter applicators and pavement cutters** 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 \_\_\_\_\_

**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**

**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  
TRAILER MOUNTED ENGINE-DRIVEN SMALL MELTER APPLICATOR  
SPECIFICATIONS

**General**

This double type Melter/Applicator should be the manufacture's current model. This unit shall be capable of heating and applying (without modification) all grades of asphalt rubber sealants, specification joint sealants and fiber modified sealants. The machine shall be capable of starting at ambient temperature, bringing the sealant material up to application temperature in one hour or less.

**Frame**

This unit shall be trailer mounted. The tongue shall be adjustable in height above ground level at least 15 to 30 inches permitting practically level towing with a wide range of towing vehicles. The towing hitch shall be a pintle hitch with a minimum of a 3 inch opening bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. The frame shall be constructed of either 4 inch steel channel or 2 inch by 6 inch tube steel design.

**Running Gear**

The unit shall be equipped with a single independent rubber torsional axle; having a safe load capacity of 5,200 pounds, electric brakes, modular wheels and 15" radial tires (Load Range D). A swing away screw type tongue jack shall be furnished. It shall be a heavy-duty type with a load capacity of 7,000 pounds and be a side mounted for positive road clearance while undertow. The unit shall also be equipped with two safety chains not less than 48 inches of .25 inch coil proof design, attached to the frame with a drilled type clevis pin and hooks on the opposite end with safety clips.

**Lights**

The unit shall have dual taillights, stop lights and turn signals. A license plate holder shall be attached to the driver's side taillight. The light connectors shall be a 7-way receptacle type.

**Heating Tank**

The material heating tank shall have a minimum capacity of 110 gallons to a maximum capacity of 125 gallons at ambient temperature. A double boiler type jacket shall create a reservoir, which shall hold no more than 35 gallons of heat transfer oil at 70 degrees F (21.1 degrees C). The oil jacket shall wrap around 100% of the outside area of the material tank sides and bottom and allow for complete circulation of the heat transfer oil. The tank and jacket shall be constructed of minimum 10-gauge steel.



### **Loading Hatch**

A low profile opening for loading shall be required at the top of the material tank and located on the curbside of the machine for operator safety. The loading height shall not exceed 59 inches for operator convenience. The opening shall have a minimum area of 252 square inches. The lid shall be hinged to allow placement of a block of sealant to provide easy anti-splash loading.

### **Insulation**

The heating tank shall be insulated with a minimum of 1" thick high temperature ceramic or industrial insulation and covered by a 22-gauge steel outer skin.

### **Cold Sealed Tank**

A sealed cold tank shall be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil.

### **Heating System**

The heat transfer oil is heated by one (1) 12 volt 250,000 BTU high efficiency forced air diesel burner fired directly into a lined combustion chamber and at the bottom of the heat transfer oil tank. The total area exposed to the burner may be up to 5,244 sq. in. The material tank may be up to 4,267 sq. in. with the heat transfer oil. This provides for a melt rate of approximately 800 pounds per hour. There will be a shroud installed over the burner for protection.

### **Ignition Burner**

Burner shall be lit by a constant duty voltage transformer powering an electric spark ignitor. This ignitor shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. The thermostat control is located on the curbside of the machine for operator safety.

### **Pumping Unit**

An internal hardened steel gear pump located in the center and bottom of the material tank or an external 2 inch helical gear pump must be provided for pumping of sealant from tank. If the pump is mounted externally it shall be located inside an insulated heated cabinet. The cabinet will have insulated doors at the rear of machine. If the pump is mounted internally, a heated cabinet shall not be required. The pump must be reversible for cleanout. Sealant delivery shall be on demand and pumping of sealant is to be controlled by a switch on the hand wand. The pump shall be capable of sealant delivery at a rate that exceeds the melt capacity of the unit.



### **Temperature Control**

The melter applicator shall have 3 thermostatic control devices, which will automatically regulate hot oil, material and hose temperature. Each control shall have a digital readout for temperatures of hot oil, material and hose temperature. Melter shall have control of temperature for a broad range of sealants from a low of 200 degrees F up to a high range of 400 degrees F. All temperature controls will be mounted inside a weather resistant box. A single power switch shall activate the controls. These controls may include temperature interlocks which when activated by the single power switch, will then automatically turn on the agitator and pump at the proper time.

### **Agitation**

The sealant material shall be mixed by a hydraulically driven full sweep vertical agitator with two opposing horizontal paddles with vertical risers attached to the ends. The agitator shall rotate in two directions. Agitator shut off automatically when the loading hatch is opened.

### **Drive and Drive Controls**

The motive force to the agitator and material pump shall be hydraulic motors driven by a single hydraulic pump located on the diesel engine. The drive control governing the rotational speed of the material pump shall be controlled by a hydraulic valve and located at the rear of the machine. The sealant material output will be controlled by a switch on the operator hand wand. Sealant delivery system may or may not have material flow shut off valves. If the wand is dropped, sealant must automatically stop being extruded from the sealing hose.

### **Engine**

The unit shall be equipped with a diesel engine complying with the following specifications: direct injected, electric start, Three Cylinder (min. 25 H.P.), full flow oil filter, electric fuel pump, water cooled and constant speed mechanical governor. Engine speed must be preset at factory to operate alternator output to power the heated wand and hose. The engine and radiator shall be protected by a lockable engine enclosure for operator protection and to prevent vandalism.



**Sealant Hose and Applicator Wand**

Hose shall be: minimum 3/4" ID, minimum 18 feet in length, insulated with steel inner core, Teflon lined and may include an electrically heated 48 inch wand. The hose is to be wrapped with electrical wires for heating. The wires will be capable of heating the hose to 400 degrees F in less than 30 minutes and have variable temperature control capability. The hose is manufactured for handling products up to 500 degrees F at 500-psi working pressure. Due to weight considerations oil jacketed sealing hoses will not be accepted. The hand wand shall be constructed with sufficient strength to stand up to normal day-to-day operation. The hose shall be heated by low voltage electric current from a generator on the diesel engine. Material flow is controlled by a trigger switch. The connection between the wand and hose shall be through a 360-degree swivel.

**Fuel Capacity**

The melter shall have a 25-gallon diesel fuel tank for operation of the entire unit. The unit will be capable of operating for minimum of 12 to 15 hours on one tank of fuel.

**Color**

Manufacture standard over a prime coat.

**Miscellaneous**

All parts, tools and/or accessories not specifically called for, but required to properly operate the above equipment, shall be provided. Delivered equipment is subject to the Department's inspection and approval.

All qualified bidders must have and maintain a complete inventory of repair parts as well as having experienced factory trained in-house service personnel for this equipment. Bidder must demonstrate the ability to provide replacement parts and qualified service technicians within 48 hours of equipment failure. A video manual as well as a comprehensive safety manual will be supplied with each unit. A factory-trained person shall be made available for initial start-up and training in the operation of the melter.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



E1221 LG  
March 8, 2005

MISSOURI DEPARTMENT OF TRANSPORTATION  
TRAILER MOUNTED ENGINE-DRIVEN LARGE MELTER APPLICATOR  
SPECIFICATIONS

General

This double type melter applicator should be the manufacture's current model. This unit shall be capable of heating and applying without any further modification all grades of asphalt rubber sealants and specification joint sealants. The machine shall be capable of starting at ambient temperature and brining the sealant material up to application temperature in one hour or less.

Frame

This unit shall be trailer mounted. The tongue shall be equipped with a suitable towing means, the center of which shall be a minimum of 25 inches from the nearest obstruction on the tongue and shall be adjustable in height above ground level from at least 15 inches to 30 inches permitting practically level towing with a wide range of towing vehicles. The towing hitch shall be a pintle hitch with a minimum of a 3" opening bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. Trailer frame shall consist of 5" "C" channel or 2" x 6" tube frame construction.

Running Gear

The unit shall be equipped with Tandem independent rubber torsional axles having a safe load capacity of 5,200 pounds, electric brakes, and 15" radial tires (load range D). A screw post tongue jack shall be furnished. It shall be a heavy-duty type (7,000 pound capacity) and be a side mounted for positive road clearance while undertow. The unit shall also be equipped with two safety chains not less than 48 inches of .25 inch coil proof, attached to the tongue with a drilled type clevis pin on the end attached to the frame and screw type clevis pin on the opposite end.

Lights

The unit shall have dual taillights, stop lights and turn signals. A license plate holder shall be attached to the driver's side taillight. The light connectors shall be a 7-way receptacle type.

Heating Tank

The material heating tank shall be a minimum capacity of 230 gallons to a maximum capacity of 250 gallons at ambient temperature. A double boiler type jacket shall create a reservoir, which shall hold a minimum of 30 gallons to a maximum of 55 gallons of heat transfer oil at 70 degrees F (21.1 degrees C). The jacket shall wrap around 100% of the outside area of the circular material tank and bottom and allow for complete circulation of the heated transfer oil. The tank and jacket shall be made of 10-gauge hot rolled sheet steel minimum.



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March 8, 2005

#### Loading Hatch

A low profile opening for loading shall be required at the top of the material tank and located on the curbside of the machine for operator safety. The loading height shall not exceed 59 inches for correct ergonomic lifting and fume exposure. The opening shall have a minimum area of 384 square inches. The lid shall be hinged to provide easy anti-splash loading.

#### Insulation

The heating tank shall be insulated with a minimum of 1.5" thick high temperature ceramic or industrial insulation and covered by a minimum of 22 gauge steel outer wrapper.

#### Cold Sealed Tank

A sealed cold seal tank shall be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil.

#### Heating System

The heat transfer oil is heated by one (1) 12 volt 290,000 BTU high efficiency forced air diesel fired directly to the bottom of the heat transfer oil tank. The total area exposed to the burner shall be a minimum of 6,798 square inches. The material tank shall have minimum of 6,142 square inches of contact with the heat transfer oil. This provides for a melt rate of approximately 1400 pounds per hour.

#### Ignition Burner

Burner shall be lit by a constant duty voltage transformer powering an electric spark ignitor. The ignitor shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. The thermostat control is located on the curbside of the machine for operator safety.

#### Pumping Unit

A hydraulically driven external helical gear pump or an internal hardened steel gear pump located in the center and bottom of the material tank is required. Sealant delivery shall be on demand. Pumping of sealant is to be controlled by a switch on the hand wand and output is controlled hydraulically. The pump shall be capable of delivery sealant at a rate that exceeds the melt capacity of the unit.

#### Temperature Control

The melter applicator shall have 3 thermostatic control devices, which will automatically regulate hot oil, material and hose temperature. Also each control shall have a digital readout. Melter shall have control of temperature for a broad range of sealants, from a low of 200 degrees F up to a high range of 550 degrees F. A single power switch shall activate the controls.



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March 8, 2005

These controls may include temperature interlocks which when activated by the single power switch, will then turn on the agitator and pump at the proper time.

#### Agitation

A hydraulically driven full sweep vertical agitator with two opposing horizontal paddles shall mix the sealant material with vertical risers attached to the ends. This feature insures the hot material stays in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank. The agitator shall rotate in two directions and shuts off automatically when the loading hatch is opened.

#### Drive and Drive Controls

The motive force to the agitator and material pump shall be hydraulic motors driven by a single hydraulic pump. The agitator shall rotate in either direction. The drive controls governing the rotational speed of the agitator and material pump shall be controlled by hydraulic valves. The drive controls governing the rotational speed of the material pump shall be controlled hydraulically from the rear of the machine. The hydraulic tank shall have a minimum capacity of 26 gallons and be equipped with a sight gauge to indicate oil level. The hydraulic system will be equipped with 10-micron replaceable filter and one extra filter will be supplied with the unit.

#### Engine

The unit shall be equipped with a diesel engine complying with the following specifications: Electric Start, Three Cylinder (23 HP) or (25.4 HP), Full Flow Oil Filter, Water Cooled, Constant speed mechanical governor. Engine speed preset at factory to operate alternator output to power the heated wand and hose. The engine and radiator shall be enclosed for protection.

#### Sealant Hose and Applicator Wand

Hose shall be 3/4" nominal size and minimum of 18 feet in length, insulated, with steel inner liner, Teflon lined and may include an electrically heated 48 inch wand. The hose is to be wrapped with electrical wires with terminal ends. The wires will be capable of heating the hose to 400 degrees F in less than 30 minutes and have variable temperature control capability. The hose is manufactured for handling products up to 500 degrees F at 500-psi working pressure. The hand wand and shall be constructed with sufficient strength to stand up to normal day-to-day operation. The hose shall be heated by electric current from a generator on the engine. Material flow is controlled by a trigger switch. The connection between the wand and hose shall be through a 360-degree swivel.

#### Fuel Capacity

The melter shall have a minimum of 25 gallon diesel fuel tank for operation of the entire unit. The unit will be capable of operating for minimum of 12 to 15 hours on one tank of fuel.

#### Color

Manufacture standard over a prime coat.



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March 8, 2005

Miscellaneous

All parts, tools and/or accessories not specifically called for, but required to properly operate the above equipment, shall be provided. Delivered equipment is subject to the Department's inspection and approval. All qualified bidders must have and maintain a complete inventory of repair parts as well as having experienced service personnel for this equipment. Bidder must demonstrate the ability to provide replacement parts and qualified service technicians within 48 hours of equipment failure. A video manual as well as a comprehensive safety manual will be supplied with each unit. A factory-trained person shall be made available for initial start-up and training in the operation of the melter.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.





MISSOURI DEPARTMENT OF TRANSPORTATION  
PAVEMENT CUTTER SPECIFICATIONS

General

The unit shall be self-contained with a heavy-duty engine, electric start system, easily accessible controls and two pneumatic highway-rated tires with one skid plate. The unit shall be capable of routing along winding cracks and be of proper size and design to safely withstand maximum stress imposed in anticipated usage. Lift eye shall be mounted on the unit.

Engine

The unit shall contain a 24 horsepower minimum air-cooled gasoline engine with a 12-volt electric start system. A battery will be included that is housed in a weather protective enclosure. To be equipped with all standard commercial accessories, including dry element air cleaner with vacuum indicator, and electric hour meter, and oil pressure and ammeter gauges that are insulated from vibration.

Operating Controls

The unit shall be equipped with an adjustable handle with rubber grips. It shall be equipped with easily accessible starter switch or button, choke lever, and throttle.

Depth Controls

The unit shall come equipped with a depth indicator and an electric actuated variable depth of cut control.

Cutter Design

Unit shall be equipped with a cutter guide. Cutter head shall be easily removed and installed, 12 inches in diameter with carbide-tipped cutters. Manufacturers shall supply one extra set of carbide tipped cutters, pins and spacers. Cutter head shall hold six (minimum) eight point star cutters, equally spaced on the cutter head. Cutters shall rotate on hardened pins and allow adjustable cutting widths for ½ inch to 2 inches.

Safety Stop System

The unit shall be equipped with a stopping system that allows an operator to stop the cutter head quickly by means of a control on the handle or with a dual breaking system that utilizes a "quick-stop" belly bar and dual wheel breaking system that stops the drum and machine instantly.