

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
3602 North Belt Highway  
St. Joseph, Missouri 64506-1399

REQUEST NO.		NW-15-054	
DATE 09/18/2014			
PAGE NO.	1	NO. OF PAGES	6

**SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS  
WILL BE RECEIVED AT THIS OFFICE UNTIL  
Monday October 6, 2014 1:00:00 PM CST**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

**“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.”**

**SIGN AND RETURN BEFORE TIME SET FOR OPENING**

**BUYER: DARREL BUTCHER**

**BUYER TELEPHONE: 816-387-2469**

**MoDOT is seeking bids from qualified bidders who can provide a UNITIZED BOTTOM  
DUMP TRAILER.**

**Sealed bids will be accepted to supply a Trail King trailer as described in this bid or  
equivalent thereof. The issuance of this RFB in no way constitutes a commitment to award  
a contract or to pay any costs incurred in preparation of a response to this request.**

**\*\*\*NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to  
obtain any and all addenda(s) issued during the course of this RFB process.\*\*\***

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

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Email	_____		_____
Fax No.:	_____	By (Signature):	_____
		Type/Print Name	_____
		Title:	_____

**VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**  
**Vendor Information**  
**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>   Email Address:	<b>Vendor Contact Information (including area codes):</b>  Phone #:  Cellular #:  Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  <i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business.</b></i>	
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 33%;"><u>M/WBE Name</u></div> <div style="width: 33%;"><u>Percentage of Contract</u></div> <div style="width: 33%;"><u>M/WBE Certifying Agency</u></div> </div> <div style="margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 33%;"></div> <div style="border-bottom: 1px solid black; width: 33%;"></div> <div style="border-bottom: 1px solid black; width: 33%;"></div> </div>	
<i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</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>not</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>Location Products are Manufactured or Produced.</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:	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">         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       </div> <div style="width: 45%;">         b. The management and daily business operations of which are controlled by one or more service-disabled veterans.       </div> </div>	
<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

## **GENERAL SPECIFICATION SHEET**

The following specifications are intended to establish minimum guidelines for a unitized bottom dump trailer. Any deviation from the following specifications may be grounds for rejection, any deviations must be listed on a separate sheet of paper and accompany the bid.

### **CAPACITY**

- A. Minimum of 60,000 Lb. net payload
- B. 22 cubic yard hopper capacity \*\*\*

### **CONSTRUCTION**

- A. All frame material to be 100,000/80,000 psi yield
- B. Unitized frame construction
- C. Side wall shall be 11 gauge 80,000 psi material with no greater than an 11 degree angle off vertical
- D. Lower rail shall consist of formed 1/4" 80,000 psi yield material with corners welded inside out
- E. Upper rail shall consist of formed 3/16" 80,000 psi yield material.
- F. End walls shall consist of 11 gauge material with an angle no greater than 32 degrees off Vertical
- G. Diagonal cross-braces consisting of 2.5" square by 1/4" wall rectangular tubing
- H. (11) gauge formed gates with 3/16" and 10 gauge rectangular gate support
- I. Gate shall have bronze gate pivot bushings, with spherical bearings in equalizer links
- J. Gate shall have pin style segmented gate openings, with a minimum opening of 99" X 64"
- K. Male and female alignment blocks to ensure a tight gate fit when closed and gates overlap in the closed position.
- L. Gusset style frame to sub-frame connection to insure a floating joint
- M. Upper coupler shall have spherical bearing with side oscillating capabilities, with a 18" king setting
- N. Versa Valve w/ handle variable gate control at rear of trailer & cab control unit, with open / close gate control"
- O. Trailer to be equipped with a minimum of 60 gallon air reservoir capacity.

### **SUSPENSION**

- A. (2) HT230 Air-Ride, 23,000 lb. capacity suspension, with 50" axle spacing
- B. (2) 25,000 Lb. axles with 77" track and, 16.5" X 7" air brakes
- C. 10 hole pilot mount steel disc wheels, with outboard hubs
- D. Outboard cast oil seal hub and drum
- E. 2S/1M anti-lock brakes, with spring brakes on both axles
- F. 11R X 24.5 14 ply radial tires

## **DIMENSIONS**

- A. 40' maximum overall length
- B. Hopper height shall not exceed 9' 2" excluding hopper extensions
- C. Gates shall have a minimum of 14" ground clearance with a 48" loaded 5th wheel height
- D. Hopper shall have a minimum 16' long opening at the top

## **MISCELLANEOUS**

- A. 7 pole electrical socket, with rubber mounted sealed lights and sealed harness system, including mid-turn signal/clearance light.
- B. (2) 8" diameter air operated gate cylinders with lower hopper striker plates.
- C. Side board brackets at top of hopper, with 8" boards **(Optional)**
- D. Telescopic pin-type park stands, mounted to hopper
- E. One piece bolt-on push block with bumper
- F. Mud flaps
- G. Conspicuity markings
- H. All mill scale and weld slag shall be removed. Entire trailer shall be cleaned and prepped prior to priming and painting.
- I. Trailer shall be painted a Trail King standard 2 part polyurethane color.
- J. Manufacturer to provide copy of product liability insurance

# ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, Affiant name  
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to  
this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I  
titlebusiness name  
am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.

city (or county) state

My commission expires:

Notary Public \_\_\_\_\_

**AFFIDAVIT OF LAWFUL PRESENCE FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit  
owner or partner business name  
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

## **STANDARD SOLICITATION PROVISIONS**

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

## **GENERAL TERMS AND CONDITIONS**

### **Definitions**

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

### **Nondiscrimination**

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

### **Contract/Purchase Order**

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

### **Applicable Laws and Regulations**

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

### **Executive Order:**

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

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

### **Preferences**

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

### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

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