



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

**THIS IS NOT AN ORDER
 REQUEST FOR 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: FEBRUARY 10, 2017	BID DUE BY (DATE AND TIME): FEBRUARY 28, 2017 10:00 A.M. CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S))
TO BE COMPLETED BY: AS-NEEDED DURING CONTRACT PERIOD	Bid #: SE-B574-RJ THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. RETURN IN A SEALED ENVELOPE BIDS TO BE MAILED OR DELIVERED TO THE DISTRICT MAILING ADDRESS	BUYER NAME: TAMMY BAKER 2675 N. MAIN SIKESTON, MO 63801 573-472-5369 573-472-5890 FAX TAMMY.BAKER@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation Procurement P. O. Box 160 Sikeston, MO 63801	Equipment Delivery Location(s): Various See page 25	

SCOPE OF WORK

The Missouri Department of Transportation desires to retain vendors to rent **Heavy Equipment** such as Excavators, Dozers, Backhoes, Skid Steers, Motor Graders, Wheel Loaders, Track Loaders, Vibratory Rollers, Pneumatic Rollers, Self-Propelled Brooms, Distributors, Man Lifts, Track Pavers and Tractors on an as-needed, if-needed basis.

These pieces of equipment are a minimum of equipment needed; any/all heavy equipment pricing is appreciated. **These units must be available and bid prices shall be firm for the contract period of March 1, 2017 through February 28, 2018**, with an option for Three (1) year extensions (expiring February 28, 2021) period provided both parties agree. Should economic conditions warrant an upward adjustment in pricing, written documentation with explanation from vendor shall be required prior to adjustments in pricing, as to reason and date effective. The contractor must be available on-site within 5 working days (Monday-Friday, excluding state holidays) after being notified that services are required for a project.

This will be a multiple-award contract, with pricing submissions locked-in from all vendors for the contract period. Award of this bid will be given to all responsible bidders. Purchase Orders will be issued on equipment on an as-needed, if-needed basis and on an evaluation of hourly, daily, weekly or monthly rate prices; with consideration being given to the size of equipment most advantageous to perform individual projects, availability and mobilization cost. This is a blanket pricing agreement. When equipment is needed, vendors will be contacted accordingly. MoDOT reserves the right to use any vendor or provider of the equipment that proves to be most advantageous to the location the equipment is needed, the availability of the equipment, while trying to use the lowest price quoted. Vendors and/or equipment may be added as needed for the duration of this contract.

The identified equipment will be used for maintenance work such as Culvert pipe replacements, ditching, slide control, channel relocation, emergency snow removal and other related maintenance work as needed. Work will be performed at various locations within the counties listed on page 23. The time required to complete such jobs will vary from project to project and may involve work at multiple sites, requiring movement to and from various locations each day. MoDOT will keep moves to a minimum whenever possible.

EQUIPMENT SPECIFICATIONS / CONTRACTOR EQUIPMENT REQUIREMENTS

MoDOT rents/leases various sizes of equipment, large and small. Please include sizes stipulated within this bid. If you wish to bid additional units outside the scope identified, please include specifications. At a minimum you must identify type, size, specifications, cost and mobilization fees on all equipment bid. Include attachment options with description and pricing for each category of equipment.

Daily, weekly and monthly pricing must be captured for each category/size of equipment. However, some equipment, Motor Graders, Tractors, etc., have an “Hourly” cost category included in the event of additional equipment needs for MoDOT’s Emergency Snow Removal season.

Vendors may submit their Catalog pricing in lieu of the pricing pages, providing discount pricing for MoDOT is identified. If you wish to submit catalog pricing, you must still stipulate “See Attached” on the included pricing pages (page 7-22), with Daily, Weekly, Monthly and Mobilization costs identified. Include NA in the pricing sheets available for any section that is non-applicable to your company. Specifications on all equipment bid is requested or website address listed to view specifications of equipment identified.

Since this is a multiple award contract, it is not necessary to submit a bid for every piece of equipment listed, however, in the interests of good competition and to ensure you receive as many opportunities to provide equipment as possible during the contract period, you are encouraged to submit a bid price for as many as possible.

NOTE: To request an electronic copy of the pricing sheets (excel), please email or call the buyer.

VENDOR NAME:

1.0 DELIVERY OF EQUIPMENT

All equipment identified on bid list shall be maintained prior to delivery/pick up to/by the Missouri Department of Transportation. The equipment shall be fueled, oil and fluids topped off and all filters in a condition adequate to perform the duration of the rental or lease period. In the event the Missouri Department of Transportation incurs these costs at the time of arrival, the cost shall be deducted from the vendor invoice. All rented equipment shall be fueled and washed by The Missouri Department of Transportation prior to returning to the vendor. In the event downtime is experienced due to equipment not working and service technicians are deployed, those hours of down time will be prorated and credited from vendor invoice.

2.0 MAINTENANCE & REPAIR

The department will furnish fuel, grease lubricant of chassis, and normal maintenance cleaning. The lessor will be responsible for all scheduled oil changes and periodic services required by manufacturer or lessor. The lessor shall furnish all necessary lubricants, replacement filters (oil, fuel, air filters, ect.), replacement /repair parts, labor and transportation. The lessor will supply MoDOT with the manufactures and lessor’s scheduled hourly maintenance chart(s), which MoDOT will use as a guide to contact lessor when unit needs serviced.

3.0 DOWNTIME

When the unit is unavailable for use for more than 48-hours, at any time, the lessor must substitute a loan unit of mutually agreed upon type. The substitute unit must be provided within 3 days after the initial 2 days of downtime has accrued, unless a MoDOT representative agrees to a more flexible arrangement offered by the lessor. If after this time a substitute unit has not been provided or the original unit has not been repaired, the compensation due the lessor will be reduced at a rate of \$150.00 per day for all working days a unit is not available during the lease period, including the initial downtime. If this exceeds 5 working days, MoDOT reserves the right to obtain another unit from the next low bidder or other resources. If such a unit is obtained, MoDOT reserves the right to terminate the original lease with the first vendor and will continue with the second vendor for the duration of the original lease period. All costs associated with delivery and pickup of leased units is the responsibility of the lessor.

4.0 SPECIAL TERMS AND CONDITIONS

FEDERAL WORK AUTHORIZATION PROGRAM

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **EXHIBIT A**, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

All responses to this Request for PRICING UPDATES MUST be submitted on this form and **ALL pages and requested documents MUST be returned IN A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or on the mailing label**, to the Buyer listed above at the District mailing address shown. Company pricing sheets will be accepted in addition to the original bid pages.

INSURANCE / CERTIFICATE OF INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

- 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
- 2) Public **Liability** (includes property damage and personal injury)
 - a) Not less than \$500,000 each individual per accident or occurrence.
 - b) Not less than \$3,000,000 each accident or occurrence.
- 3) Special Hazard Insurance: As required.

The Bidder will need to provide, a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – Southeast District
2675 N. Main
Sikeston, MO 63801

GS6 MASTER EQUIPMENT RENTAL AGREEMENT

Please complete the attached GS6 Master Equipment Rental Agreement document and return with your bid response.

INVOICING

All invoices shall be mailed to MoDOT, 2675 N. Main, Sikeston, MO 63801 or **SEInvoices@modot.mo.gov**. Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your bid price.

Each invoice shall include the following information to identify the MoDOT end user. This will ensure user final payment of invoicing will be completed in a timely manner, (1) MoDOT location, (2) MoDOT Employee's name and (3) phone number of that employee that is renting the equipment.

NOTE: COPIES OF CERTIFICATES OF INSURANCE MEETING THE MINIMUM REQUIREMENTS DETAILED ABOVE, COPIES OF YOUR COMPANIES CERTIFICATE OF GOOD STANDING FROM THE MISSOURI SECRETARY OF STATE'S OFFICE AND THE E-VERIFY AFFIDAVIT/MEMORANDUM OF UNDERSTANDING MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS REQUEST FOR BID.

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:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

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

COOPERATIVE AGREEMENT NOTICE

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

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Heavy Equipment Rentals** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MASTER EQUIPMENT RENTAL AGREEMENT**

THIS AGREEMENT is entered into by and between _____ (hereinafter, "Lessor") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission rents various tools or construction and heavy equipment from the Lessor from time to time, and

WHEREAS, Lessor and Commission intend to enter into equipment rental agreements pursuant to this Master Rental Agreement (the "Agreement"), the terms and conditions of which shall control any and all rentals exchanged between the Lessor and the Commission.

NOW THEREFORE, in consideration of the above premises and mutual promises contained herein, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and the Commission mutually agree as follows:

(1) **PRE-EMINENCE OF MASTER RENTAL AGREEMENT AND TERM.** The terms and conditions of this Agreement shall control all equipment rental transactions between the parties and shall supersede any and all written terms and conditions contained in Lessor rental agreement forms, documents, receipts, or memoranda except for the identification of the equipment to be rented by the Commission, the rental rate of the equipment, and return date of equipment. All other conditions contained in any Lessor rental agreement forms, documents, receipts, or memoranda shall be of no effect and force whatsoever. The initial term of the Agreement shall be for a period of two (2) years, automatically renewable upon mutual consent of the parties for one (1) additional two-year period. Either party may terminate the Agreement at any time and for any reason whatsoever upon sixty (60) days written notice to the other.

(2) **NATURE OF THIS AGREEMENT.** This purpose of the Agreement is to create and coordinate rental transactions, which will allow the Commission to use the equipment provided by the Lessor as permitted by this Agreement. The Commission represents that the equipment leased pursuant to this Agreement is to be used solely and exclusively for Commission related activities. The Lessor retains equipment ownership. The Commission acknowledges that the Commission may not transfer the 2 equipment or any rights or obligations under this Agreement. The Commission shall not service or repair or alter the equipment without Lessor's prior written approval.

(3) **EQUIPMENT:** The Lessor will make available to Commission equipment referenced on the Lessor's equipment rental form, document or memorandum signed by an employee of Commission.

(4) **TRAINING AND INSPECTION:** The Lessor will provide a training session for Commission employees upon receipt of equipment. The training session may include inspection of the rented equipment for damage and how to report same, checking required fluid levels and general equipment operation.

(5) **RETURN OF EQUIPMENT:** The Commission will notify Lessor of intended equipment return upon acceptance of said equipment and as may be identified in the Lessor's rental form, document or memoranda. The Commission agrees that during the course of the rental, the equipment will be held in a safe and secure manner while it is in the Commission's care, custody or control.

(6) **TITLE:** The Lessor warrants that it is the lawful owner of the equipment and that the equipment is free from all encumbrances which would disturb the use of the equipment identified in the Rental Agreement Form.

(7) **EQUIPMENT OPERATION.** The following persons may operate the equipment: Commission and Missouri Department of Transportation employees, contractors, and agents, in the course of such employee's regular employment, and contractor employees during the course of performing work. Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law.

(8) **RENTAL CHARGES:** The Commission will pay all rental, time, mileage, service, transportation, refueling service and other charges and sums in accordance with this Agreement. The basic daily or weekly rental rate will be identified on the equipment rental form, document, memoranda, or receipt and invoiced by the Lessor upon return of the equipment to the Lessor.

(9) **RISK OF LOSS:** The Commission shall be responsible for all loss of or damage to the equipment, unless such loss or damage results from latent defect(s) or fault or negligence on the part of Lessor, while on rental and in Commission's care, custody or control, including but not limited to, fire, flood, theft, comprehensive losses, collision and rollover. Such responsibility is limited to: (1) reasonable repair cost or (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value.

(10) **INSURANCE:** The Commission is self-insured against liability losses up to statutory insurance coverage caps, and will provide proof of self-insurance upon request by the Lessor. 3

11) INDEMNIFICATION: The Lessor shall defend, indemnify and hold harmless the Commission, 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 Lessor's performance of its obligations under this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Lessor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) CONDITION OF THE EQUIPMENT. The Lessor warrants the equipment, upon delivery to Commission, to be in good mechanical and merchantable condition. The Commission's acceptance or use of Equipment constitutes Commission's acknowledgment that the equipment is in working condition at that time. The Commission agrees to provide Lessor reasonable access to the equipment.

(14) FORCE MAJEURE/INFRINGEMENT. Any failure of performance by either party due to causes beyond reasonable control, including but not limited to acts of civil or military authority or Acts of God will not be deemed to be a default by either party.

(15) MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter of this Agreement. No change, modification or alteration of the terms hereof will be effective against either party unless it is in writing and signed by a duly authorized officer of both parties. If any provision or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

(16) EXECUTIVE ORDER: The Lessor 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.

(A) By signing this Agreement, the Lessor hereby certifies that any employee of the Lessor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Lessor 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 Lessor 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 4 to contract cancellation, termination or suspension in whole or in part or both.

(17) INCORPORATION OF PROVISIONS: The Lessor shall include the provisions of paragraph 16 of this Agreement in every subcontract. The Lessor 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.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri. IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Lessor this ___ day of _____, 20__.

Executed by the Commission this ___ day of _____, 20__.

**MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION**

LESSOR

By _____

Title _____

Title _____

Attest:

Attest:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

BACKHOES	#1 14' Class with Standard	#2 14' With Extendable	#3 15' Class with	#4	#5
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
INCLUDES CAB					
INCLUDES AUX HYDRAULICS					
2WD / 4WD					
OPERATING WEIGHT					
MOBILIZATION COST	Cost per Mile; after the first _____ Miles?				
Cost Per Mile					
ATTACHMENTS					
Description / Size/Fee	Daily	Weekly	Monthly		
Description / Size	Daily	Weekly	Monthly		
Description / Size	Daily	Weekly	Monthly		
Description / Size	Daily	Weekly	Monthly		
Description / Size	Daily	Weekly	Monthly		
Description / Size	Daily	Weekly	Monthly		

SKID STEERS	#1	#2	#3	#4	#5	#6
	1300 lb. Lift	1500 lb. Lift	1700 lb. Lift	2000 lb. Lift	2500 lb. Lift	3000 lb. Lift
* Size Classifications not meant to be minimum specifications						
PRICING						
DAILY COST						
WEEKLY COST						
MONTHLY COST						
EQUIPMENT INFORMATION						
MAKE						
MODEL						
HORSEPOWER						
BUCKET WIDTH (SIZE RANGE)						
MAX REACH AT TOP						
OPERATING WEIGHT						
TRACKS OR TIRES						
MOBILIZATION COST Cost per Mile; after the first _____ Miles?						
Cost Per Mile						
ATTACHMENTS						
Description / Size / Fee	Daily	Weekly	Monthly			
Description / Size / Fee	Daily	Weekly	Monthly			
Description / Size / Fee	Daily	Weekly	Monthly			
Description / Size / Fee	Daily	Weekly	Monthly			
Description / Size / Fee	Daily	Weekly	Monthly			
Description / Size / Fee	Daily	Weekly	Monthly			

DOZERS	#1 70 HP	#2 80 HP	#3 90 HP	#4 125 HP	#5 200 HP
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
OPERATING WEIGHT					
BLADE CAPACITY					
CAB Y OR N					
STRAIGHT BLADES Y OR N					
6-WAY BLADES Y OR N					
MOBILIZATION COST Cost per Mile; after the first _____ Miles?					
Cost Per Mile					
ATTACHMENTS					
Description / Size / Fee	Daily	Weekly	Monthly		
Description / Size / Fee	Daily	Weekly	Monthly		
Description / Size / Fee	Daily	Weekly	Monthly		
Description / Size / Fee	Daily	Weekly	Monthly		
Description / Size / Fee	Daily	Weekly	Monthly		
Description / Size / Fee	Daily	Weekly	Monthly		

WHEEL LOADERS	#1 Yard	#2 2.5 Yard	#3 3.5 Yard	#4 4 Yard	#5 5 Yard
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
HEIGHT TO HINGE PIN					
REACH TO TOP HEIGHT					
TIP CAPACITY FRONT					
TIP CAPACITY FULL TURN					
OPERATING WEIGHT					
MOBILIZATION COST Cost per Mile; after the first _____ Miles?					
Cost Per Mile					
ATTACHMENTS					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

TRACK LOADERS (Crawler Loaders)	#1 120 HP	#2 175 HP	#3	#4	#5
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
HEIGHT TO HINGE PIN					
REACH AT TOP HEIGHT					
BUCKET CAPACITY					
OPERATING WEIGHT					
MOBILIZATION COST	Cost per Mile; after the first _____ Miles?				
Cost Per Mile					
ATTACHMENTS					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

MOTOR GRADERS	#1	#2	#3	#4	#5
	* Size Classifications not meant to be minimum specifications				
PRICING					
HOURLY METER COST					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
HEIGHT TO TOP OF CAB					
MAXIMUM OPERATING WEIGHT					
LENGTH-OVERALL					
MOLDBOARD LENGTH					
MOLDBOARD THICKNESS					
VARIABLE HP Y or N					
RIP BOARD Y or N SKIPFIRE					
MOBILIZATION COST Cost per Mile; after the first _____ Miles?					
Cost Per Mile					
ATTACHMENTS					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

VIBRATORY ROLLERS	#1	#2	#3	#4	#5
	3-5 Ton	6-9 Ton	10-12 Ton	10-12 Ton	13+ Ton
* Size Classifications not meant to be minimum specifications					
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
TYPE					
MAKE					
MODEL					
HORSEPOWER					
SINGLE DRUM					
DOUBLE DRUM					
OPERATING WEIGHT W FOPS/ROPS					
MOBILIZATION COST Cost per Mile; after the first _____ Miles?					
Cost Per Mile					
ATTACHMENTS					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

PNEUMATIC ROLLERS	#1	#2	#3	#4	#5
	3-5 Ton	6-9 Ton	10-12 Ton	10-12 Ton	13+ Ton
* Size Classifications not meant to be minimum specifications					
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
TYPE					
MAKE					
MODEL					
HORSEPOWER					
HOW MANY WHEELS					
EMPTY WEIGHT					
BALLISTED WEIGHT					
MOBILIZATION COST Cost per Mile; after the first _____ Miles?					
Cost Per Mile					
ATTACHMENTS					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

SELF PROPELLED BROOMS	#1	#2	#3	#4	#5
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
TYPE					
MAKE					
MODEL					
HORSEPOWER					
WEIGHT					
WIDTH					
HEIGHT					
PUMP CAPACITY					
HYDROSTATIC DRIVE Y OR N					
CAB-AIR CONDITIONED Y OR N					
BRUSH WATERING SYSTEM Y OR N					
MOBILIZATION COST Cost per Mile; after the first _____ Miles?					
Cost Per Mile					
ATTACHMENTS					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

MINI EXCAVATORS	#1	#2	#3	#4	#5	#6
	6' Dig Depth	7.5' Dig Depth	8.5' Dig Depth	10' Dig Depth	12' Dig Depth	14' Dig Depth
* Size Classifications not meant to be minimum specifications						
PRICING						
DAILY COST						
WEEKLY COST						
MONTHLY COST						
EQUIPMENT INFORMATION						
MAKE						
MODEL						
HORSEPOWER						
DIGGING DEPTH						
MAXIMUM REACH						
BUCKET SIZE RANGE						
MAX LIFT AT MAX REACH FRONT						
MAX LIFT AT MAX REACH SIDE						
OPERATING WEIGHT						
LIST ATTACHMENTS AVLIABLE						
MOBILIZATION COST Cost per Mile; after the first _____ Miles?						
Cost Per Mile						
ATTACHMENTS						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						

OIL DISTRIBUTORS	#1 1750 Gallon	#2 2000 Gallon	#3 2800 Gallon	#4 3000 Gallon	#5 3500 Gallon
	* Size Classifications not meant to be minimum specifications				
PRICING					
HOURLY METER COST					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
MAXIMUM OPERATING WEIGHT					
TANK DESCRIPTION					
FUEL SUPPLY					
ASPHALT PUMP					
AIR OPERATED FULL CIRCULATION SPRAY BAR					
SPRAY GUN					
MOBILIZATION COST Cost per Mile; after the first _____ Miles?					
Cost Per Mile					
ATTACHMENTS					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

MAN LIFTS BOOM LIFTS (Articulating and Telescoping)	#1 45'	#2 60'	#3	#4	#5
	* Size Classifications not meant to be minimum specifications				

PRICING

HOURLY METER COST					
DAILY COST					
WEEKLY COST					
MONTHLY COST					

EQUIPMENT INFORMATION

MAKE					
MODEL					
HORSEPOWER					
2 / 4 WHEEL DRIVE					
MAXIMUM OPERATING WEIGHT					
MAXIMUM OPERATING HEIGHT					
PLATFORM CAPACITY					
FUEL SUPPLY					
REACH					
ARTICULATING					
TELESCOPING					
MATERIAL HANDLER					

MOBILIZATION COST Cost per Mile; after the first _____ Miles?

Cost Per Mile					
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ATTACHMENTS

Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

AERIAL BUCKET TRUCKS	#1	#2	#3	#4	#5
	3-5 Ton	6-9 Ton	10-12 Ton	10-12 Ton	13+ Ton
* Size Classifications not meant to be minimum specifications					
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
TYPE					
MAKE					
MODEL					
YEAR					
HORSEPOWER					
PLATFORM HEIGHT					
PLATFORM LEVELING SYSTEM					
FUEL TYPE					
REACH					
ARTICULATING					
TELESCOPING					
OUTRIGGER					
MATERIAL HANDLER					
MILEAGE COST/ Vendor Starting Location _____					
Mileage Cost					
ATTACHMENTS					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					
Description / Size / Fee					

TRACK PAVERS & PULL PAVERS	#1 1448 MODEL	#2 1648 MODEL	#43	#4
	* Size Classifications not meant to be minimum			
PRICING				
DAILY COST				
WEEKLY COST				
MONTHLY COST				
EQUIPMENT INFORMATION				
MAKE				
MODEL				
HORSEPOWER				
FUEL TYPE				
WIEGHT				
FULL-FLOATING ADJUSTABLE & VIBRATORY SCREEDS				
ADJUSTABLE PAVING WIDTH OF 4 FEET-12 FEET				
EXTENSION SCREEDS				
AUGERS IN THE EXTENSIONS				
REVERSE AUGER CAPABILITY				
MOBILIZATION COST Cost per Mile; after the first _____ Miles?				
Cost Per Mile				
ATTACHMENTS				
Description / Size / Fee				
Description / Size / Fee				
Description / Size / Fee				
Description / Size / Fee				
Description / Size / Fee				
Description / Size / Fee				
Description / Size / Fee				

TRACTORS	#1 20-29 HP	#2 50-59 HP	#3 60-70 HP	#4 80-90hp	#5 91-110 HP	#6 110+ HP
	* Size Classifications not meant to be minimum specifications					

PRICING

HOURLY METER COST						
DAILY COST						
WEEKLY COST						
MONTHLY COST						

EQUIPMENT INFORMATION

MAKE						
MODEL						
HORSEPOWER						
CAB						
OPEN						
2 WD						
4WD						

MOBILIZATION COST	Cost per Mile; after the first _____ Miles?					
Cost Per Mile						

ATTACHMENTS

Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						
Description / Size / Fee						

Southeast District
 Facility Addresses & Physical Locations

Facility	County	Address	Location
Advance	Stoddard	28275 Highway 25, Advance, MO 63730	Jct 25 & 91
Alton	Oregon	Rt 1 Box 1822, Alton, MO 65606	Rt 160, 1 Mi E of Rt 19
Ava	Douglas	Rt 3 Box 23B, Ava, MO 65608	Rt 5, 0.5 Mi S of Rt 14
Belleview	Iron	2633 Highway 21, Belleview, MO 63623	Jct 21 & Rt O
Bunker	Dent	409 Highway A, Bunker, MO 63629	Rt A, 0.4 Mi W of Rt 72
Cape Girardeau	Scott	3359 E Outer Road, Scott City, MO 63780	I-55 EOR, S of Rt AB
Centerville	Reynolds	36620 Highway 21, Lesterville, MO 63654	Jct 21 & N
Charleston	Mississippi	6712 N Outer Road, Charleston, MO 63834	I-57 SOR, 0.2 Mi S of Rt 60
Dexter	Stoddard	1111 Hickory Log Drive, Dexter, MO 63841	Rt 60, 0.5 Mi E of Bus Rt 60
Doniphan	Ripley	Rt 3 Box 2277, Doniphan, MO 63935	Jct 21 & 160 East Junction
Dora	Ozark	Rt 1 Box 3830, Dora, MO 65637	Rt 181, 0.2 Mi N of Rt H
Ellington	Reynolds	605 N Second Street, Ellington, MO 63638	Rt 21, 0.2 Mi N of Rt 106
Ellsinore	Carter	Rt 2 Box 2198, Ellsinore, MO 63937	Jct 60 & 21 East Junction
Fredericktown	Madison	1001 County Rd 200, Fredericktown, MO 63645	Rt 67, 1 Mi S of Rt E
Gainesville	Ozark	Rt 1 Box 1C, Gainesville, MO 65655	Rt. MM, 500 Ft W of Rt 5
Hartville	Wright	5804 Highway 5, Hartville, MO 65667	Rt 5, 0.5 Mi N of Rt Z
Hayti	Pemiscot	492 N Outer Road, Hayti, MO 63851	I-55 EOR, 1.2 Mi N of Rt 84
Houston	Texas	1540 N Highway 63, Houston, MO 65483	Rt 63, 1 Mi N of Houston on Rt B
Jackson	Cape Girardeau	200 Highway Y, Jackson, MO 63755	Jct Y & 61
Kennett	Dunklin	1600 Southwest Drive, Kennett, MO 63857	Rt O, 0.5 Mi S of Rt 84
Kewanee	New Madrid	86 Highway W, New Madrid, MO 63869	Rt W, 0.2 Mi W of Rt 61
Malden	Dunklin	4005 N Douglas Street, Malden, MO 63863	Rt 25, 0.2 Mi S of Rt D
Marble Hill	Bollinger	Rt 2 Box 1655, Marble Hill, MO 63764	Rt 51, 1.5 Mi N of Rt FF
Mountain Grove	Wright	8675 Old Highway 60, Mountain Grove, MO 65711	Old Rt 60, 0.4 Mi W of Bus 60
Park Hills	St Francois	2240 Conway Road, Park Hills, MO 63601	Rt 67, 1.5 Mi S of Rt 8
Patton	Bollinger	Rt 1 Box 2490, Patton, MO 63662	Rt 72, 0.25 Mi E of Rt 51
Perryville	Perry	754 Lake Drive, Perryville, MO 63775	I-55 WOR, 1 Mi N of Rt 51
Piedmont	Wayne	Rt 2 Box 2636A, Piedmont, MO 63957	Rt 49, 0.5 Mi N of Rt 34
Poplar Bluff	Butler	3568 Highway 67 North, Poplar Bluff, MO 63901	Rt 67, 0.5 Mi N of Rt W
Puxico	Stoddard	240 Highway 51 South, Puxico, MO 63960	Rt 51, 0.5 Mi S of Rt PP
Qulin	Butler	13148 Highway 53, Qulin, MO 63961	Rt 53, 0.2 Mi N of Rt N
Sikeston	Scott	111 Edwards Street, Sikeston, MO 63801	Rt 62, 1.25 Mi W of I-55
Silva	Wayne	301 Main Street, Silva, MO 63964	Rt 67, 0.2 Mi S of Rt 34
St Genevieve	St Genevieve	17651 Highway 32, St Genevieve, MO 63670	Rt 32, 0.5 Mi W of I-55
Summersville	Texas	235 S Highway 17, Summersville, MO 65571	Rt 17, 0.3 Mi S of Rt 106
Van Buren	Carter	HCR 1 Box 99, Van Buren, MO 63965	Rt 60, 1 Mi E of Rt C
West Plains	Howell	1287 County Road 8690, West Plains, MO 65775	Rt 63, 0. Mi S of Rt ZZ
Willow Springs	Howell	3956 E. Main, Willow Springs, MO 65793	Rt 60, 0.5 M E of Rt 60/63 South Jct
Winona	Shannon	106 Industrial Drive, Winona, MO 65588	Rt 19, 1 Mi N of Rt 60

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.

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
- 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- 3) No material will be accepted that has been dumped in the absence of the department's Maintenance personnel at the receiving facility.
- b. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

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