

**MISSOURI DEPARTMENT OF TRANSPORTATION  
SOUTHEAST DISTRICT  
3956 E. MAIN STREET  
WILLOW SPRINGS, MO 65793**

REQUEST NO.	SEW13-2032RY
DATE	March 25, 2013
PAGE NO.	1 OF 8 PAGES

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

**April 8, 2013 10:00 AM CST**

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

**BIDS TO BE BASED F.O.B. DESTINATION  
MISSOURI DEPARTMENT OF TRANSPORTATION**  
Submit net bid as cash discount stipulations will not be considered

MoDOT  
3956 E. Main  
Willow Springs, MO 65793

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

<b>BUYER:</b>	Gloria Bunch	<b>TELEPHONE:</b>	(417) 469-6256
		<b>EMAIL:</b>	gloria.bunch@modot.mo.gov

**SUPPLIES OR SERVICES**

Southeast MoDOT seeks bids from qualified bidders for the purchase of two **Utility Service Bodies** in accordance with the requirements stated herein.

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

**(SEE ATTACHED FOR 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. **General Information:**

- 1.1 This solicitation seeks bids from qualified bidders for the purchase of two (2) utility service bodies in accordance with the requirements stated herein.
- 1.2 Units shall be delivered to the delivery destination **no later than June 1, 2013.** All prices quoted must have delivery, handling and all other charges included in the bid price. Failure to do so may cause rejection of the bid. MoDOT will not pay additional surcharges.
- 1.3 A minimum 12 month warranty must be supplied. State what is covered in the standard warranty coverage and/or extended warranty coverage.
- 1.4 Bid prices should remain firm for purchase through September 30, 2013. One (1) six-month extension is available upon mutual consideration by MoDOT and the successful bidder.

## 2. **Scope of Work:**

- 2.1 Utility service bodies must comply with the attached MoDOT specifications and any other provisions outlined in the solicitation document. Provide pricing with and without installation to the delivery location specified. Alternative delivery options will also be considered.
- 2.2 Both utility service bodies are to fit a Ford F550, 84" CA measurement with dual rear wheels. Body style is to be similar to a Knapheide 6132D54FC or equivalent.
- 2.3 One utility service body will require a crane mount reinforcement kit and bumper. The other service body will not require a crane mount reinforcement or bumper.
- 2.4 The vendor shall provide all utility service bodies to the sole satisfaction of MoDOT.
- 2.5 Pictures of an existing utility service body are available upon request.

## 3. **Specific Requirements:**

The all steel Utility Service Body which is to be furnished under this specification shall be a manufacturer's latest production model. The vendor shall furnish a full warranty against defective parts, material and workmanship. All components shall be new and shall be the manufacturer's latest standard assembly. The body tool compartments are to be full size in all respects (minimum 132" in length). Low silhouette bodies will not be accepted.

When applying the overcoat, the doors must be opened so the compartment edges that are hidden underneath the doors will be the same color as the rest of the body. The entire body must have at least one coat of primer and be treated with a rust protection treatment. All under body surfaces must be treated with a premium quality undercoating. The inside of the tool compartments must be painted white.

Front compartment (welding box) shall be raised 10" higher than rest of body and extend the full width of the body.

The door arrangement on service body is to be as follows:

Street side of service body to have one full height front vertical compartment with three shelves and dividers, one short horizontal compartment with sliding drawer running from vertical compartment to rear vertical compartment, with a nine drawer steel small parts cabinet with metal dividers mounted in the forward end and one 250 lb capacity shelf (with slots on 4" centers with metal dividers) running from parts cabinet to rear vertical compartment and one full height vertical compartment rear with three shelves and dividers.

Curb side of service body to have one full height front vertical compartment with three shelves and dividers, one short horizontal compartment with sliding drawer running from vertical compartment to rear vertical compartment, with one 250 lb capacity shelf (with slots on 4" centers with metal dividers) running to rear vertical compartment and one full height vertical compartment rear with three shelves and dividers.

All roll out drawers and trays should be bolted and not welded to body.

Provide one curb side double bottle gas drop well with minimum 55" clearance height (for large bottle use) and retainers in lieu of the interior 48" full height vertical compartment.

All compartments shall be a separate section, divided by a partition. Street side and curb side compartment width shall be a minimum of 20". A telescopic sliding roof should be provided to protect the cargo contents and when fully opened allow access to half of the cargo area. Flip tops shall also be provided allowing convenient one hand release access to top of compartment openings. Telescopic roof and crane mounting kit will impact flip top application. Latch is to be located in center horizontal compartment.

Crane reinforcement kit for a small crane (4,000 - 16,000 ft-lbs capacity) to be installed on the curb side rear vertical compartment.

Bumper is to be similar to a Galva-Grip Knapliner Step Bumper or equivalent.

The body including door shall be constructed of minimum 14 gauge Galvaneal or double panel 20 gauge Galvaneal with heavy H-type internal bracing or equal steel. All shelves and dividers are to be removable and adjustable in minimum 2" adjustments. All compartments are to have hinged doors. All compartment doors are to be completely weatherproofed with automotive type continuous seals, with tamper proof keyed alike door locks. A master lock system which will simultaneously lock all side compartments shall be included for each side. Horizontal doors to have hold chains and vertical doors to have chains or other type door stops.

All doors to have stainless steel 5/16" rod and post type hinges with steel inserts and stainless steel adjustable paddle type latches. Body is to have at least a 12 gauge steel safety tread plate floor with a minimum of four recessed tie down rings (two at rear and two at center of wheel well), platform extension at rear of body and latching tailgate. Tailgates with chains will not be accepted.

Four, 4" round flush mounted stop/tail lights and four 4" round backup lights are to be mounted in the rear body panels with internal protection plates. Each side shall have two stop/tail lights and two backup lights (one set mounted next to the outside upper corner of rear body panel and one set mounted next to the inside upper rear corner of the rear body panel).

Body shall include a backup alarm.

All wiring for lights and backup alarm must be securely fastened to the underbody.

#### **4. Invoicing & Payment Requirements**

- 4.1 MoDOT 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 fill the contract.
- 4.2 Unless otherwise provided for in the solicitation documents, payment for all equipment shall be made in arrears. Advance payment will not be made.

#### **5. Bid Submission**

- 5.1 Each bid must be mailed or hand delivered in a sealed package to the Procurement Office. All questions regarding the RFB shall be submitted to the Coordinator. **All bids must be received no later than 10:00 a.m., CST, April 8, 2013.**

**RFB Coordinator:**

Gloria Bunch  
MoDOT Southeast  
3956 E. Main  
Willow Springs, MO 65793  
Phone: (417) 469-6256

- 5.2 All bids must be received in a sealed package clearly marked “**Utility Service Bodies**”.
- 5.3 Descriptive literature, drawings and specifications on the body/options to be supplied are required to be submitted with bids.
- 5.4 Bids will be reviewed to determine if mandatory requirements are met, and to determine the lowest and best bid.
- 5.5 MHTC reserves the right to reject any and all bids for any reason whatsoever.

## BID SHEET

The bidder shall provide Utility Service Bodies to the Missouri Department of Transportation in accordance with the specifications, general provisions and terms of this request. All costs associated with providing the required equipment shall be included in the unit prices stated below.

**Delivery Date: No Later than June 1, 2013**

Item #	Description	Uninstalled Unit Price	Option Installed Unit Price	Willow Springs Delivery	Option Sikeston Delivery	Delivery Date
1	Knapheide 6132D54FC Utility Service Body for Ford F550, 84" CA <u>with</u> Crane Reinforcement Kit & Bumper	\$	\$	\$	\$	
2	Knapheide 6132D54FC Utility Service Body for Ford F550, 84" CA <u>without</u> Crane Reinforcement Kit & Bumper	\$	\$	\$	\$	

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email \_\_\_\_\_

# 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:

*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

## 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.

## SPECIAL TERMS AND CONDITIONS

### Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

### 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.
- b. 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:

May 8	Truman's Birthday
Last Monday in May	Memorial 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**.