

BID FORM

**MAILING ADDRESS:**  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
**GENERAL SERVICES, P.O. BOX 270**  
**JEFFERSON CITY, MO 65102**

REQUEST NO.	<b>3-150722TV</b>
DATE	July 9, 2015

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

**2:00 pm., Local Time, July 22, 2015**

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  
Jefferson City, MO

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET  
FOR OPENING.

**BUYER:** Tom Veasman  
**BUYER EMAIL:**  
tom.veasman@modot.mo.gov

**BUYER TELEPHONE:** 573-522-4404

### USED ROAD TRACTOR

This Request For Bid seeks bids from qualified organizations to provide a used road tractor as follows.  
MoDOT will receive bids at the following mailing address: **P.O. Box 270, Jefferson City, MO 65102** (attention of buyer),  
or hand-delivered in a sealed envelope to the following physical address: **General Services Procurement at 830 MoDOT  
Drive, Jefferson City, MO 65109** until 2:00 p.m., July 22, 2015. Bid forms and information may be obtained by  
contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at:  
<http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/TractorTrailers.htm>

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver  
any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

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

**Is your firm MBE  
certified?** ☐ Yes ☐ No

**Title:**  
**Is your firm WBE  
certified?** ☐ Yes ☐ No

## 1. INTRODUCTION AND GENERAL INFORMATION

The purpose of this Request for Bid (RFB) is to solicit competitive sealed bids from bidders to provide a **Used Road Tractor** in accordance with the requirements stated herein. Each bid must be mailed in a sealed envelope to the RFB Coordinator indicated below. Bids can also be hand-delivered in a sealed envelope to the RFB Coordinator. All questions regarding the RFB shall be submitted to Tom Veasman. Bids must be returned no later than **July 22, 2015 at 2:00 p.m., CDT** in a sealed envelope clearly marked "**3-150722TV Used Road Tractor**".

### RFB Coordinator:

Tom Veasman, Senior General Services Specialist

#### MAILING ADDRESS:

Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Tom Veasman

#### PHYSICAL ADDRESS:

Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109  
Attn: Tom Veasman

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

**PHONE:** 573-522-4404

**FAX:** 573-526-6948

**BID INFORMATION:** The purpose of this document is to solicit competitive sealed bids from bidders for the purchase of a **Used Road Tractor** for the Central District in accordance with the requirements stated herein.

Bid prices should be firm for purchase until **July 31, 2015**.

The vendor shall demonstrate to the District prior to acceptance by the District that the equipment delivered complies fully with the enclosed specifications. District shall have the right to inspect and test unit prior to acceptance.

**NET DELIVERED FIRM PRICE** - the unit shall be delivered complete and ready for use to the delivery destination. Unless otherwise specified in the bid, all prices quoted by the bidder must be F.O.B. MoDOT with all delivery, handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.

The vendor shall demonstrate to the District prior to acceptance by the District that the unit complies with the minimum specifications. District shall have the right to inspect and test unit prior to acceptance.

**BID AWARD CRITERIA** - Award of bid will be based on the "lowest and best" principles. Criteria used to determine the "lowest and best" bid are based on price, condition, mileage, service records, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of road tractors. This bid will not be awarded solely based on low price.

**Diesel Fuel Requirements:** In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

## **PRICING PAGE**

**Item # 1 Used Road Tractor**, meeting the specifications listed below, **NET DELIVERED PRICE** to the Central District, in care of the General Services Manager, Coleen Welter, 830 MoDOT Drive, Jefferson City, MO 65109. [Coleen.Welter@modot.mo.gov](mailto:Coleen.Welter@modot.mo.gov)

Vendors should include with their bid response the Technical Specifications and a picture(s) of their unit (preferably on a flash drive).

**All units bid shall meet the following minimum specifications:**

### **UNIT SPECIFICATIONS:**

	<b>YES</b>	<b>NO</b>	<b>If no, specify</b>
1. Cab: Day cab (no sleeper)	_____	_____	_____
2. Axle: Tandem Axle	_____	_____	_____
3. Engine: Minimum 475 HP Diesel	_____	_____	_____
4. GVW front axle: 14,600 lb. minimum	_____	_____	_____
5. GVW rear axle: 46,000 lb. minimum	_____	_____	_____
6. Transmission: 13 speed	_____	_____	_____
7. Model Year: 2007 or older (No DPF)			
8. Color: White			
9. Truck cab: Driver side air suspension seat and floor mats.			
10. Truck frame: Cab air suspension and rear mud flaps properly attached to frame.			
11. Brakes: Air brakes			
12. Mileage: Must have no more than 300,000 miles			
13. Must be in fully operable condition regarding mechanics, safety, and controls			
14. Must be serviced and ready for immediate use upon delivery			
15. Aluminum headache rack (with pass through connectors for air and power cord) and two (2) side mounted aluminum tool boxes.			
16. Full length frame with provisions for FEPTO (Front Engine Power Take Off) without the driveshaft passing through the radiator or charge air cooler.			

**MAKE/MODEL:** \_\_\_\_\_

**MODEL YEAR:** \_\_\_\_\_ **MILEAGE:** \_\_\_\_\_ **UNIT PRICE:** \$\_\_\_\_\_

**GENERAL DESCRIPTION (to include any options that were not standard equipment):**

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**Bidder must honor quoted prices for 14 calendar days. If longer, the bidder agrees to honor quoted prices for \_\_\_\_\_ calendar days. Delivery must be made within 30 days after receipt of order.**

**Address Location of Unit:** \_\_\_\_\_

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

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

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></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><u>not</u></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
_____	_____
_____	_____

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

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

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

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

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

<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
_____	_____

## ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

\_\_\_\_\_ being first  
duly sworn, deposes and says that he is \_\_\_\_\_  
Title of Person Signing

of \_\_\_\_\_  
\_\_\_\_\_  
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My Commission Expires \_\_\_\_\_

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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

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

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

**Preferences**

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

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

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

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

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

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.