

**REQUEST FOR
BID (RFB) FORM**

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

REQUEST NO.	3-150723TV
DATE	June 29, 2015

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF
THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM LOCAL TIME; July 23, 2015

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN
BEFORE TIME SET FOR OPENING.

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

Various End User Delivery Locations

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

BUYER TELEPHONE: 573-522-4404

The purpose of this Request For Bids (RFB) is to establish contracts to furnish **Trailers** in accordance with the following pages. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

Notice to Vendors

This Request For Bid seeks bids from qualified vendors to furnish trailers. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, 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 23, 2015. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at no charge from: <http://www.modot.mo.gov/business/surplus/Fleet%20Buyers%20Web%20Page/Multimodal.htm>.

Bids must be made on forms using the format provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the stated deadline for submitting the bid.

Written Questions: All written questions must be addressed to Tom Veasman no later than 2:00 p.m., Local Time, Wednesday, July 15, 2015 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to tom.veasman@modot.mo.gov. Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: <http://www.modot.mo.gov/business/surplus/Fleet%20Buyers%20Web%20Page/Multimodal.htm> in the form of a written addendum. It is anticipated this addendum will be issued on Thursday, July 16, 2015. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

(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.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

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

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **trailers** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, July 23, 2015.**

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**

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

1.2 General Information:

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

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The vendor shall provide **trailers**, to the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The vendor shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the vendor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

2.2 Required Specifications: All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

2.3 Delivery Requirements:

- 2.3.1 The following delivery requirements shall apply:
 - a. Unless otherwise specified on the solicitation documents or purchase order, vendors shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
 - b. If the prices bid herein include the delivery cost of the unit, the vendor agrees to pay all transportation charges on the unit as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
 - c. Any demurrage is to be paid by the vendor direct to the railroad or carrier.
- 2.3.2 The vendor shall deliver the products specified herein to the following MoDOT locations:
 - a. St. Joseph, Missouri 64502
 - b. Macon, Missouri 63552
 - c. Hannibal, Missouri 63401
 - d. Lee's Summit, Missouri 64064-8002
 - e. Jefferson City, Missouri 65102
 - f. Chesterfield, Missouri 63017-5712
 - g. Joplin, Missouri 64802
 - h. Springfield, Missouri 65801
 - i. Willow Springs, Missouri 65793
 - j. Sikeston, Missouri 63801
 - k. Other locations as may be required
 - l. Hereinafter, each location shall be also referred to as "individual delivery destination".

2.4 Invoicing and Payment Requirements:

- 2.4.1 The vendor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The vendor shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever.
- 2.4.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to MoDOT's rejection and shall be returned at the vendor's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Award Requirements:

- 2.5.1 Award Period - The award period shall commence from the date of award until July 31, 2016, with up to three (3) one-year renewal option periods, or any portion therein.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the vendor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.3 Escalation Clause - In the event the vendor requests a price increase during either the original award period or any award renewal period, the vendor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the vendor's written request and documentation, and decide if a price increase is to be granted at that particular time. The vendor shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the original award period, or if applicable, the first 3 months of an award renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
 - a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the vendor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 NET DELIVERED FIRM PRICE - the unit(s) shall be delivered complete and ready for use to the delivery destinations.

2.5.6 Training – Trailers purchased by MoDOT shall have the minimum vendor training supplied as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off-site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
- b. Operator manuals must be hard copy and supplied with each individual unit. Repair manuals may be hard copy or electronic (CD or flash drive).
- c. All vendors shall provide a telephone number for technical assistance, manned during normal working hours (8AM to 4PM).
- d. A complete list or catalog describing all available training materials related to the items you are bidding should be included in your bid.

2.6 Equipment Trade-In Allowance:

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.
- b. The vendor must be currently under contract with MoDOT.
- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

Trade-In Worksheet Example:

Make/Model of New Equipment:
Full Purchase Price: \$
Make/Model of Trade-In:
Less Trade-In (Deduct): \$
Net Purchase Price: \$

- 2.7 Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “**3-150723TV Trailers**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The vendor may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the vendor to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - Vendors are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Award:

- a. This is a Multiple Award bid and there will be no 'one' vendor awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. After determination of award, individual delivery destination's shall use the following criteria to determine the "lowest and best" bid based on model features, price, warranty, service, delivery timeline, location of servicing dealers, past performance of servicing dealers, and information, facts, and recommendations gained from the vendor. Selection of a **trailer** will not be made solely based on low price.
- b. The vendor must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.
- c. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for bid results.

4. Pricing Pages/Specifications

Item # 1 20-Ton Tilt Equipment Trailer, meeting the attached MoDOT specification E820, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____ EACH \$ _____

Vendors may submit a list of trailer options with detailed pricing information along with any available literature for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all trailer options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options Available on this Trailer: _____%

Delivery will be made _____ days after receipt of order.

Warranty Information: Vendors should include standard warranty with bid.

MISSOURI DEPARTMENT OF TRANSPORTATION **ITEM #1 -MINIMUM 20-TON TILT EQUIPMENT TRAILER (SPECIFICATION E-820)**

The intent of this specification is to secure a trailer suitable for transportation equipment at over-the-road speeds up to 70 M.P.H. and one that will allow one person to easily load and unload equipment.

MODEL: Minimum 20 ton, 35' long tilt equipment trailer, Dual axle; and a deck rating of 40,000 lbs. 30' main deck length with an 8 degree load angle.

WIDTH: 102 inches.

WINCH: Hydraulic, 12,000 lbs.

WHEELS. / TIRES: (8) 6.75 x 17.5 disc pilot mounted. Tires – Minimum 16 ply, size to be specified by manufacturer to meet load rating.

PLATFORM: Apitong or 1 ½" or 2" hardwood oak. Steel over wheel area. Hydraulic approach ramp. Two bolt action deck locks.

APPROACH PLATE: 10’’ Knife edge ¼’’ steel approach plate. Under ride protection to meet Federal and DOT regulations.

LANDING GEAR: Pin drop

SUSPENSION: H-9700 spring. 50,000 lb capacity.

BRAKES: 12-1/4’’ x 7 ½’’ with S-cam air auto slack adjusters, ABS, spring brakes and outboard drums.

AXLES: (2) 20,000 lb capacity. Axles should have a minimum width of eighty six (86) inches from the outside edge of the tire tread on one side of the trailer to the outside edge of the tire tread on the opposite side.

HYDRAULIC KIT: Set to run off the PTO (Wet kit not included).

AIR/ELECTRICAL: ICC DOT sealed LED lights and reflector kit.

DECK HEIGHT: 37 inches maximum.

MAIN FRAME DESIGN: All high tensile steel I-beam mainframe and cross members.

CAPACITY: Minimum 40,000 lbs. payload.

TIE DOWNS: Stake pockets on 2’ centers with rub-rail.

SAFETY CHAINS: ½ “ with hooks.

TONGUE JACK: 16,000 lb. 2 speed.

CYLINDERS: One tilting cylinder, one sliding cylinder.

PINTLE HITCH: 3” ID adjustable.

LIGHTS: ICC DOT Approved - LED – 10 year warranty.

WIRING HARNESS: Manufacturer’s standard sealed system with 7 year warranty.

PAINT COLOR: 2-part polyurethane, standard black or white.

MISCELLANEOUS:

All items appearing in Manufacturer's published literature and specifications as standard are assumed to be included in bidders proposal.

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

******ANY EXCEPTIONS TO THE ABOVE SPECS MUST BE NOTED ON A SEPARATE DOCUMENT******

Item # 2 35-Ton Lowboy Equipment Trailer, meeting the attached MoDOT specification E844, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____ EACH \$ _____

Vendors may submit a list of trailer options with detailed pricing information along with any available literature for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all trailer options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options Available on this Trailer: _____%

Delivery will be made _____ days after receipt of order.

Warranty Information: Vendors should include standard warranty with bid.

MISSOURI DEPARTMENT OF TRANSPORTATION
ITEM #2 - MINIMUM 35-TON LOWBOY EQUIPMENT TRAILER (SPECIFICATION E844)

The intent of this specification is to secure a trailer suitable for transportation equipment at over-the-road speeds up to 70 M.P.H. and one that will allow one person to easily load and unload equipment.

MODEL: Minimum 35 ton, 51' long lowboy equipment trailer, Dual axle; and a deck rating of 60,000 lbs in 12' foot.

DECK LENGTH: 30 foot.

WIDTH: 102 inches.

SIDE EXTENSIONS: 12" swing-out outriggers.

GOOSENECK: Gooseneck shall have a minimum length of 10'.

AIR/ELECTRICAL: 7 way receptacle.

HYDRAULIC HOOK UP: Quick couplers 2500 PSI/17 GPM.

SWING CLEARANCE: Swing clearance shall be approximately 84".

LOADED GROUND CLEARANCE: No less than 7 inches.

LOADED DECK HEIGHT: No less than 18 ¼ inches.

MAIN FRAME DESIGN: Fabricated 11 ¼” beam, 100,000 PSI yield flanges

CAPACITY: Minimum 35-ton payload.

TIE DOWNS: Side mounted D-rings on 72” centers, 2- D-rings at base of rear trunnion, 2 D-rings web-mounted top of trunnion, 2 D-rings rear of trunnion, flush mounted on top of inner beams, side mounted strap/chain tie downs.

TOOL BOX: 11” H x 29” W x 25” D curbside gooseneck.

CYLINDERS: 2 – 6” x 30” horizontal mount 70,000 lb. Capacity each, centralized grease system, powder coat black.

HITCH: Automatic gooseneck lock engagement.

CROSSMEMBERS BEAMS: 5”X3” Rec. tube on 18” centers.

SUSPENSION: Shall be Neway air ride 25,000 lb. capacity.

AXLES: (2) 25,000 Lb. Capacity.

WHEELS. / TIRES: Steel Hub pilot outboard brake drums, Rims: 22.5 x 8.25 steel. Tires: Minimum 16 ply, size to be specified by manufacturer to meet load rating.

BRAKES: 16-1/2x7 air brakes with ABS, 4S2M Antilock brakes.

OIL SEAL HUBS: Internal mated assembly.

KING PIN SETTING: Minimum 15”.

LIGHTS: ICC DOT Approved - LED – 10 year warranty.

WIRING HARNESS: Manufacturer’s standard sealed system with 7 year warranty.

POWDER COAT COLOR: White/Black/Yellow/Blue/Red/Green

MISCELLANEOUS:

All items appearing in Manufacturer's published literature and specifications as standard are assumed to be included in bidders proposal.

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

******ANY EXCEPTIONS TO THE ABOVE SPECS MUST BE NOTED******

Item # 3 50-Ton Hydraulic Detachable Gooseneck Equipment Trailer, meeting the attached MoDOT specification E850, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____ EACH \$ _____

Vendors may submit a list of trailer options with detailed pricing information along with any available literature for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all trailer options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options Available on this Trailer: _____%

Delivery will be made _____ days after receipt of order.

Warranty Information: Vendors should include standard warranty with bid.

MISSOURI DEPARTMENT OF TRANSPORTATION
ITEM #3 - MINIMUM 50-TON HYDRAULIC DETACHABLE GOOSENECK EQUIPMENT TRAILER (SPEC. E850)

The intent of this specification is to secure a trailer suitable for transportation equipment at over-the-road speeds up to 70 M.P.H. and one that will allow one person to easily load and unload equipment.

MODEL: Minimum 50 ton payload, tri axle; Minimum 100,000 lbs; Hydraulic removable gooseneck

WIDTH: 102 inches for main and rear raised platform.

LENGTH: Approximate 53'.

NECK: Approximate 102" length goose neck; hydraulic removable, non-ground bearing, high-lift design, standard profile scraper style, full capacity lifting ability, power source a wet kit from the tractor, pin and stirrup to deck design, Fifth Wheel King Pin hitch; fifth wheel loaded height approximate 50 ", cylinder support arm(s), and air operated self-locking deck lock.

4" Relief Neck to provide additional clearance.

Include gooseneck fenders.

SWING CLEARANCE: Swing clearance shall be approximately 96".

MAIN FRAME DESIGN: 4 Beam design. All beams to be constructed with appropriate camber for trailer capacity. No splicing of flanges or webs will be accepted. Deck height loaded approximate 24"; deck width

102"; minimum 24' deck length. Outriggers shall be 12" swing outs on 2' centers (with double outriggers at front). Slope front top deck with traction bars. Bucket well in rear section of main platform with inlay plate and in center of rear raised platform. Must have D - rings and flag holders in bolsters; Front flip ramps, minimum 31" long x 18 or 20" wide with front traction bars must be included.

FLOOR DECKING: Apitong or Nominal 2" Hardwood Decking shall be secured to the frame at every cross member. Full center area must be filled with hardwood decking.

CAPACITY: Minimum 50-ton payload.

TIE DOWNS: Min. 12 D-rings on main bed 6 per side.

CROSSMEMBERS BEAMS: 24" centers spacing, Provide stubbed cross members in outside bays on 12" centers.

SUSPENSION: Shall be air ride with raise and lowering valve.

AXLES: (3) Heavy-duty 25,000 lb. Hubs must be piloted with outboard drums; Oil bath bearings;. Axle spacing shall be approximate 54". Must have load-bearing bolsters between all axles. A hub odometer, which registers in miles, should be installed on one of the axles. An airlift located behind 3rd axle shall also be included.

WHEELS. / TIRES: Steel Hub pilot outboard brake drum Wheels 8.25 x 22.5; Tires: Minimum 16 ply, size to be specified by manufacturer to meet load rating.

WHEEL COVERS: Must provide flush wheel covers on all axles

BRAKES: 16-1/2x7 air brakes with ABS, 4S3M Antilock brakes.

KING PIN SETTING: Minimum 15".

LIGHTS: Sealed and rubber mounted LED lights (10 year warranty) and sealed harness system (7 year warranty) that meets ICC DOT regulations. Electrical system shall be a 12-volt 7-way sealed system. Include a mid-turn signal/clearance light.

PAINT: Shot or sand blasted, primed and finished with a polyurethane standard manufacturer colors. Trailer shall be painted prior to decking.

MISCELLANEOUS: Provide and install the following anti-sail mud flaps; Automatic slack adjusters; This unit shall have a lockable, hinged covered toolbox of mild steel construction built into the unit for storage of chains and miscellaneous items.

All items appearing in Manufacturer's published literature and specifications as standard are assumed to be included in bidders proposal.

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

******ANY EXCEPTIONS TO THE ABOVE SPECS MUST BE NOTED******

Item # 4 Tag Trailers, meeting the attached MoDOT specification, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

Tandem Axle, “Tag Trailer” equipment, meeting the specifications listed above, **with a 40,000 lb rating, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____ EACH \$ _____

Tandem Axle, “Tag Trailer” equipment, meeting the specifications listed above, **with a 30,000 lb rating, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____ EACH \$ _____

Tandem Axle, “Tag Trailer” equipment, meeting the specifications listed above, **with a 24,000 - 25,000 lb rating, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____ EACH \$ _____

Vendors may submit a list of trailer options with detailed pricing information along with any available literature for each make/model. Please indicate below the percent (%) of discount off Manufacturer’s Suggested Retail Prices (MSRP) for all trailer options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options Available on these Trailers: _____%

Delivery will be made _____ days after receipt of order.

Warranty Information: Vendors should include standard warranty with bid.

Tag Trailer Specifications:

Trailers supplied shall be based on specifications of the following representative models of trailers:
Landoll L4024, Trail-Eze TE40R, with the following requirements:

Platform: 20' L x 8' W, 36" maximum main platform height

Dovetail length: 5' - 5' 6". 23" height of dovetail at lower end

Ramp length: 5' - 5' 6". Ramps should be level with platform top when folded up.

Tongue length: 5'

Air brakes

ABS

"Budd" type disc wheels

Adjustable pintle eye hitch

Sealed and rubber mounted LED lights (10 year warranty) and sealed harness system (7 year warranty) that meets ICC DOT regulations.

Oak wood or apitong flooring

Oil seal hubs

17.5 Tires, 16 ply minimum, size to be specified by manufacturer to meet load rating.

5. 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

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.

<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

6. NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

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

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

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

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

7. ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ 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

9. 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.

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.

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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.

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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.

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.

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.