

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - PROCUREMENT
830 MoDOT Drive, Jefferson City, MO
65109

REQUEST NO.	3-120621RJ
DATE	June 7, 2012
PAGE NO.	1

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

2:00 pm., Local Time, June 21, 2012

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
Various End User Delivery Locations

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

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Motorgraders

To establish a contract to furnish "motorgraders" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

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

MISSOURI DEPARTMENT OF TRANSPORTATION
DIVISION OF GENERAL SERVICES EXTRA HEAVY DUTY ARTICULATED
MOTORGRADER
MINIMUM SPECIFICATIONS

ENGINE – Diesel, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Equipment shall meet all applicable federal emission regulations.

TRANSMISSION – 8-speed forward, 4-speed reverse, direct drive power shift with front and rear transmission guards. The transmission shall have mounts between transmission and frame to help reduce noise and vibration.

HYDRAULICS – Closed center system, load sensing with hydraulic tank, locking cap and check valves in all hydraulic cylinders with spin on filtering system having a 10 micron rating or better.

DIFFERENTIAL LOCK - Tandem drive train differential with manual lock/unlock control switch. Must provide positive control of the lock/unlock capability in the cab. No-Spin or Limited Slip Differential is not acceptable.

BRAKES, POWER - Minimum performance criteria in accordance with SAE Standard J1152 APR80.

Service - Four-wheel hydraulic power boosted wet disc with foot pedal, operator warning system, and reserve power assist. Air brakes are acceptable only if an air dryer system is included.

Parking – Hand or electronically activated, disc type, mounted on the output shaft of the transmission with both audio and visual warning systems. Must be capable of holding stopped vehicle in stationary position.

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

ARTICULATED FRAME - Hydraulically articulated frame with in-cab controls.

MOLDBOARD, HYDRAULICALLY OPERATED – 14' x 24" (or 25" is acceptable) x 3/4" moldboard with replaceable end bits, constructed of high-carbon steel. The moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position. Moldboard controls shall provide a float position. Power tilt moldboard shall be furnished with a minimum of 44° total tilt range. Minimum blade down pressure shall be 16,500 pounds. Minimum blade pull pressure shall be 20,500 pounds. Circle rotation drive shall be protected with a slip clutch, relief valve, or other suitable device.

FRONT LIFT GROUP CAPABILITY - Unit shall have all necessary plumbing to the front of motorgrader to operate attachments. Lift group brackets are to be mounted in front of front wheels with brackets properly mounted to the unit to accommodate a vendor supplied mounting bracket or plate to allow the attachment to work with a department owned V-plow; a front mount class 1 parallel J hook style lift group front lift group (comparable to a Rybind MG1 or Cat/Balderson front lift group). Vendors must also supply one set of female pin-loc J-Hook adapters for existing MoDOT attachments. Hydraulic system to the front lift group shall have float capabilities.

WEIGHT – Minimum operating weight (without attachments) 30,000 lbs.

CONTROLS - Full hydraulic, variable speeds, positive hand levers in cab.

STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart 0, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

ELECTRICAL SYSTEM - 24 VOLT - Not less than 100 amp heavy-duty alternator, internal voltage regulator, and two 12 volt, number 4D BCI dimensional group size batteries with at least 170 ampere hours and minimum of 800 CCA per battery with a battery master disconnect switch. A 24-volt to 12-volt converter with isolators with a minimum 25-amp output is to be supplied by the vendor.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. If available, lights shall be LED.

BEACON WIRING/SWITCH – Unit shall have factory installed beacon switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights. If available, unit shall have a folding style beacon bracket.

INSTRUMENTATION – Gauges shall include coolant temperature, engine oil pressure, fuel, hour meter, and air cleaner service indicator.

TIRES AND WHEELS - 1400 X 2400 Radial ply Michelin XTLA or approved equivalent tubeless tires, front and rear (lug type). Wheels to be 10" multi-piece rims, front and rear. If available, a spare tire and wheel is to be included.

TOW HITCHES - Front and rear.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2nd door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included.

NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator. Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer. Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified. Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department. Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted strobe or LED.

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **motorgraders** for the locations in the State of Missouri (listed on page 2 of this document), 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, June 21, 2012.**

RFB COORDINATOR:

Reva Jones, Senior General Services Specialist
Missouri Department of Transportation, General Services
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-526-2744

FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of motorgraders 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 Page(s)
 - 5) Vendor Information and Preference Certification Form
 - 6) Anti-Collusion Statement
 - 7) Specifications
 - 8) Attachment A
 - 9) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide motorgraders on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee how many units will be ordered.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services 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. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with motorgraders, in accordance with the attached specifications.

2.3 Required Specifications:

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT specification and any other provisions outlined in the solicitation documents.

2.4 Delivery Requirements:

- 2.4.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers 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. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material 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 Contractor direct to the railroad or carrier.

- 2.4.2 The contractor 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

2.5 Contract/Purchase Order:

- 2.5.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

2.6 Invoicing and Payment Requirements:

- 2.6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Attn: Kim Minnick
Jefferson City, MO 65102

- 2.6.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. 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.
- 2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.6.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.7 Other Contractual Requirements:

- 2.7.1 Contract Period - The contract shall commence from the date of award until June 30, 2013 with up to three (3) one-year renewal option periods, or any portion therein.
- 2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.7.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor 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 contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor 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 contract period, or if applicable, first 3 months of a contract renewal period.

2.7.4 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 a contract 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 Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.8 **Additional Notifications:**

2.8.1 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.

2.8.2 **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: \$

2.8.3 Equipment Refurbishments:

- a. 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.

2.8.4 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.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “Motorgraders”.
- 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 bidder 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 modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- a. It shall be the bidder'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 bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders 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.
 - c. Bidders 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 bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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 Contract Award:
- a. This is a Multiple Award bid and there will be no ‘one’ bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the “lowest and best” bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of motorgraders. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

4. PRICING PAGES

The bidder shall provide a firm, fixed price below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Outright Purchase

ITEM #1: Outright purchase of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (140-185), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ MODEL _____ HP _____

PRICE \$ _____

OPTIONS

Option 1. Articulated 6x4 motorgrader (meeting same specification as E731-D2, (165-215 HP range).

MAKE _____ MODEL _____ HP _____

PRICE \$ _____

Option 2. Hydraulic rear benching wing (42") PRICE \$ _____

Option 3. Hydraulic rear benching wing (60") PRICE \$ _____

Option 4. Auto Shift Transmission PRICE \$ _____

Option 5. Full-Height (High Profile) Cab PRICE \$ _____

NOTE: Additional options for each unit bid may be submitted as separate attachments.

Please submit a complete parts and options list with detailed pricing information for each motorgrader your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all motorgrader options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #1 continued:

Refer to Attachment A to see the counties within each district. (*Bidders are responsible for servicing all counties within the district(s) selected.*)

Northwest District _____

St. Louis District _____

Northeast District _____

Southwest District _____

Kansas City District _____

Southeast District _____

Central District _____

All Districts _____

Straight Lease

ITEM #2: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (140–185), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month

Overage/Hr _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #1)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease</u> <u>Purchase Price</u>
Base Unit	_____	_____
Overage/Hr	_____	_____
Option 1	_____	_____
Option 2	_____	_____
Option 3	_____	_____
Option 4	_____	_____
Option 5	_____	_____

Straight Lease

ITEM #2A: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (165-215), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ MODEL _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month

Overage/Hr _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #1)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease</u> <u>Purchase Price</u>
Base Unit	_____	_____
Overage/Hr	_____	_____
Option 1	_____	_____
Option 2	_____	_____
Option 3	_____	_____
Option 4	_____	_____
Option 5	_____	_____

Outright Purchase

ITEM #3: Outright purchase of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (165-185), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

MAKE _____ **MODEL** _____ **HP** _____

PRICE \$ _____

OPTIONS

Option 1. 6WD articulated 6x6 motorgrader (meeting the same specification as E731-D2, 185-230 HP range).

MAKE _____ **MODEL** _____ **HP** _____

PRICE \$ _____

Option 2. Hydraulic rear benching wing (42") **PRICE \$** _____

Option 3. Hydraulic rear benching wing (60") **PRICE \$** _____

Option 4. Auto Shift Transmission **PRICE \$** _____

Option 5. Full-Height (High-Profile) Cab **PRICE \$** _____

NOTE: Additional options for each unit bid may be submitted as separate attachments.

Please submit a complete parts and options list with detailed pricing information for each motorgrader your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all motorgrader options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

Refer to Attachment A to see the counties within each district. (*Bidders are responsible for servicing all counties within the district(s) selected.*)

Northwest District _____

St. Louis District _____

Northeast District _____

Southwest District _____

Kansas City District _____

Southeast District _____

Central District _____

All Districts _____

Straight Lease

ITEM #4: Straight lease of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP Range (165–185), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month

Overage/Hr _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #3)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease</u> <u>Purchase Price</u>
Base Unit	_____	_____
Overage/Hr	_____	_____
Option 1	_____	_____
Option 2	_____	_____
Option 3	_____	_____
Option 4	_____	_____
Option 5	_____	_____

Straight Lease

ITEM #4A: Straight lease of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP Range (185-230), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month

Overage/Hr _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #3)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease</u> <u>Purchase Price</u>
Base Unit	_____	_____
Overage/Hr	_____	_____
Option 1	_____	_____
Option 2	_____	_____
Option 3	_____	_____
Option 4	_____	_____
Option 5	_____	_____

Mandatory Training

Each motorgrader purchased by MoDOT shall have the minimum mandatory training supplied as outlined below:

Mandatory for each unit sold (if multiple, at MoDOT's discretion, training may be combined)

Four (4) hours safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Optional Training

Price must be included for each item for the following optional training: (Price per student)

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.

a.) 8 hours Electronic Operation and Diagnostics

- 1. Engine
- 2. Transmission
- 3. HVAC
- 4. Hydraulics
- 5. Calibration Procedures

b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic

- 1. Operation
- 2. Adjustments
- 3. Pressure/Flow Tests

12 hour Basic Operation and Diagnostics

Price per student: \$ _____

Optional Software

Price must be included for the following: diagnostic software, cables, and interface. (Price per set)

Diagnostic software, cables, and interface:

Price per set: \$ _____

Optional Maintenance

Optional price for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT's discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.

Price for vendor to perform the first scheduled on-site maintenance:

Price per unit: \$ _____

Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

Manuals

- a. One set of service and parts CD's per unit sold.
- b. Operator manuals must be hard copy and supplied with each individual unit.

All vendors shall provide toll free numbers for technical assistance on all components of the items bid. Toll free numbers shall be manned during normal working hours (8 AM to 5 PM).

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business**.*

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

<p>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 <u>not</u> 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.</p>	
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

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 **motorgraders** 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 **motorgraders** 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 _____

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 (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.

**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.