

BID FORM

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

REQUEST NO.	3-130920RW
DATE	September 11, 2013

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

2:00 PM, Local Time, September 20, 2013

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
 Submit net bid as cash discount stipulations will not be considered
FOB:
830 MoDOT Drive, Jefferson City, MO 65109
Delivery Time Frame:
60 Days ARO

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

BUYER: Robin Warren, Sr. General Services Specialist **BUYER TELEPHONE:** 573-526-7929

The Missouri Department of Transportation is seeking bids for a Terex Hydra Platform Trailer Mounted HP35 Bridge Inspection Platform unit that meets, exceeds or is functionally equivalent.

Unit cost indicated below must include any delivery charges.

ITEM NO.	SUPPLIES OR SERVICES MFG. NO. OR BRAND	UNIT PRICE
001	Terex Hydra Platform Trailer Mounted HP35 Bridge Inspection Platform (or unit that meets, exceeds or is functionally equivalent) http://genielift.com/en/idc03/groups/webcontent/@web/@awp/documents/web_content/ucm03_067610.pdf Indicate the make and model of unit being bid: Make _____ / Model _____ <i>If bidding a model other than the Terex HP35, include the supporting documents of specifications, brochures, etc. with your bid response.</i>	
002	Training (On operation and maintenance of unit for approximately 15 to 20 people)	

Indicate the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all available options for this model in your data book or price guides. _____ %

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within _____ days after receipt of formal purchase order.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
E-Mail: _____	By (Signature): _____
	Type/Print Name _____
	Title: _____

Bid Award

Bid award will be based on lowest overall bid meeting the required specifications. Delivery time frame may be in factor in the final award of bid.

Contract Period

The contract period will be from date of award through September 30, 2014, with up to two (2) additional one-year renewal options.

Escalation Clause

In the event the contractor requests a price increase during the original contract period or 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.

Bid Submission

Each bid must be mailed or hand-delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office no later than **2:00 PM, Local Time, September 20, 2013**.

RFB Coordinator:

Robin Warren, Sr. General Services Specialist

**Missouri Department of Transportation
General Services – Procurement**

P.O. Box 270, Jefferson City, MO 65102 (Mailing Address)

830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

PHONE: (573) 526-7929

***All bids must be received in a sealed package clearly marked **“Trailer Mounted Bridge Inspection Platform”**

The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the 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 time specified for the opening of bids.

Please respond yes or no to the questions below, which will be used in the evaluation of the specification.

Make _____ / Model _____		
Platform The platform shall have a load capacity of 1,000 pounds. The platform shall extend and retract hydraulically.	YES	NO
Platform Access The vertical platform access/egress shall be enclosed.	YES	NO
Platform Width Interior platform width must be at least 30 inches..	YES	NO
Platform Rotation Platform must be capable of rotating 180°.	YES	NO
Outside Tower and Platform The platform shall have an under the bridge drop depth of 18 feet. This is to be accomplished in one hydraulic movement without the need to reposition hydraulic cylinder pins.	YES	NO
Horizontal / Vertical Reach The platform shall have a horizontal reach of 35 feet and a vertical reach below the bridge deck of 18 feet.	YES	NO
Tower Once erected the vertical tower shall have a $\pm 5^\circ$ adjustment for bridge super elevation.	YES	NO
Adjustable Tower Separation The unit shall incorporate an adjustable Tower Separation System that provides level access between the turntable deck and the vertical tower. Maximum extension is to be at least 60 inches.	YES	NO
Personnel Access Safety The access walkway from the trailer to the vertical tower is to be horizontal once the machine is erected, and remain level to the bridge deck at all times during machine utilization to ensure safe access to the platform.	YES	NO
Rotation Bearings The unit shall have a minimum static thrust capacity of 150,000 pounds each.	YES	NO
Weight Operating weight to be approximately 18,400 pounds.	YES	NO
Communication System The manufacturer's standard communication system shall be furnished. The system shall be "open" from the platform controls . The system shall both transmit and receive communication between the platform and the main control station	YES	NO
Hydraulic System All movement of the machine including: erection, propulsion, rotation, extension/retraction, elevation and steering shall be hydraulically driven.	YES	NO
Hydraulic Cylinders The hydraulic cylinders used for erecting the unit, and the hydraulic cylinders used for raising and lowering the tower/platform are to include safety lock valves.	YES	NO

Hydraulic Pressure and Flow Rate YES NO

The system shall have a maximum operating pressure of 3000 PSI with 3.6 gallons per minute flow rate and be fitted with a 10 micron filter.

Controls YES NO

All controls are to be of the dead man type.

There shall be three different control stations:

- (1) Main Control Panel – capable of controlling all machine functions. The main control panel shall incorporate an override for the platform proprietary switch.
- (2) Remote Pendant – for use during machine deployment and propulsion.
- (3) Platform Control Panel located on the platform – capable of controlling platform movement only. The platform control panel shall have a proprietary on/off switch for safety.

Safety Controls YES NO

The machine shall have three (3) emergency kill switches located at the main control panel, platform control panel, and within 15 feet of the end of the platform.

Trailer, Axles, Tires and Wheels YES NO

Triple Torsion Bar Axles (3)

Tires (ST 235/80R16) and Wheels (8 Lug) [Six (6) each].

The trailer shall be constructed of high quality steel and feature triple torsion bar axles with minimum capacity of 7,000 pounds each. The deck of the trailer is to be constructed of diamond plate not less than 1/8 inch thick. The trailer shall also have a mechanically operated parking brake on 4 wheels with electric brakes on 6 wheels with a 3 inch adjustable pintle eye tow hitch and 7 pole cadmium plated trailer connector.

Main Hydraulic Motor YES NO

18 HP V Twin Kohlor Gasoline Engine with automatic idle.

Auxiliary Back-Up System YES NO

A 5 HP gasoline powered motor and separate hydraulic pump shall be provided as a back-up to the main hydraulic system for emergencies.

Warranty

Manufacturer's Standard Warranty shall apply. Indicate warranty period. _____

Color

Unit will be painted manufacturer standard color. Indicate color _____

Manuals

Three (3) complete sets of operating manuals are to be supplied. YES NO

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

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

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

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

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

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

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

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

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

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

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

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

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

<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

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

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

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

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

YES _____ NO _____

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

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

Missouri Highways and Transportation Commission
Standard Bid/Proposal 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/Proposal 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.