

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

REQUEST NO.	3-140523TV
DATE	May 9, 2014
PAGE NO.	1

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

**2:00 pm., Local Time, May 23, 2014**

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:** Tom Veasman

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

**BUYER EMAIL:**

tom.veasman@modot.mo.gov

**SUPPLIES**

**Aerial Equipment**

To establish a contract to furnish "45' Platform Aerials" with an effective date of June 2, 2014 Notice to Proceed and ending August 31, 2014 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:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Federal I.D. No.** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**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 45' aerial(s) 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, May 23, 2014.**

#### **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**

**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 45' aerials 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) State Map of MoDOT Districts
  - 5) Specifications /Pricing Pages /General Information Pages
  - 6) Vendor Information and Preference Certification Form
  - 7) Anti-Collusion Statement
  - 8) Emergency Lighting Requirements – Addendum A
  - 9) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide aerials 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 Required Specifications:** All equipment bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

### 2.3 Delivery Requirements:

**2.3.1 Delivery shall be made within 75 days of receipt of Purchase Order.**

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

2.3.3 The following MoDOT locations shall be the delivery points for the majority of MoDOT's purchases. However, MoDOT may specify locations other than those shown below for delivery.

Northwest District Garage  
3602 N. Belt Highway  
St. Joseph, Missouri 64502  
NW District General Services Manager, Danny Rosenbohm  
[Danny.Rosenbohm@modot.mo.gov](mailto:Danny.Rosenbohm@modot.mo.gov)  
816-387-2446

Kansas City District Garage  
2050 N.E. Independence  
Lee Summit Missouri 64064  
KC District General Services Manager, Joseph Hinton  
[Joseph.Hinton@modot.mo.gov](mailto:Joseph.Hinton@modot.mo.gov)  
816-347-4101

Northeast District Garage  
Highway 61 South  
Hannibal, Missouri 63401  
NE District General Services Manager, Roy Hogsett  
[Roy.Hogsett@modot.mo.gov](mailto:Roy.Hogsett@modot.mo.gov)  
660-385-8674

NE District-Macon Location  
26988 US Highway 63  
Macon, Missouri 63552  
NE District General Services Manager, Roy Hogsett  
[Roy.Hogsett@modot.mo.gov](mailto:Roy.Hogsett@modot.mo.gov)  
660-385-8674

Central District Garage  
1511 Missouri Blvd  
Jefferson City, Missouri 65101  
CD District General Services Manager, Coleen Welter  
[coleen.welter@modot.mo.gov](mailto:coleen.welter@modot.mo.gov)  
573-751-3660

St. Louis District Garage  
2309 Barrett Station Rd  
Ballwin, Missouri 63021  
STL District General Services Manager, Scott Boyer  
[Scott.Boyer@modot.mo.gov](mailto:Scott.Boyer@modot.mo.gov)  
314-301-1422

Southwest District Garage  
Springfield, Missouri 65804  
3025 E. Kearney  
SW District General Services Manager, John Sinclair  
[John.Sinclair@modot.mo.gov](mailto:John.Sinclair@modot.mo.gov)  
417-829-8033

SW District-Joplin Location  
3901 East 32<sup>nd</sup> Street  
Joplin, Missouri 64804  
SW District General Services Manager, John Sinclair  
[John.Sinclair@modot.mo.gov](mailto:John.Sinclair@modot.mo.gov)  
417-829-8033

Southeast District Garage  
201 N. Main  
Sikeston, Missouri 63801  
SE District General Services Manager, Jacky Traw  
[Jacky.Traw@modot.mo.gov](mailto:Jacky.Traw@modot.mo.gov)  
417-469-9041

SE District-Willow Springs Location  
3956 East Main  
Willow Springs, Missouri 65793.  
SE District General Services Manager, Jacky Traw  
[Jacky.Traw@modot.mo.gov](mailto:Jacky.Traw@modot.mo.gov)  
417-469-9041

## **2.4 Other Contractual Requirements:**

2.4.1 Contract Period - The contract shall commence from the date of award until August 31, 2014.

2.4.2 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.

## **2.5 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:**

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

**2.6 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.

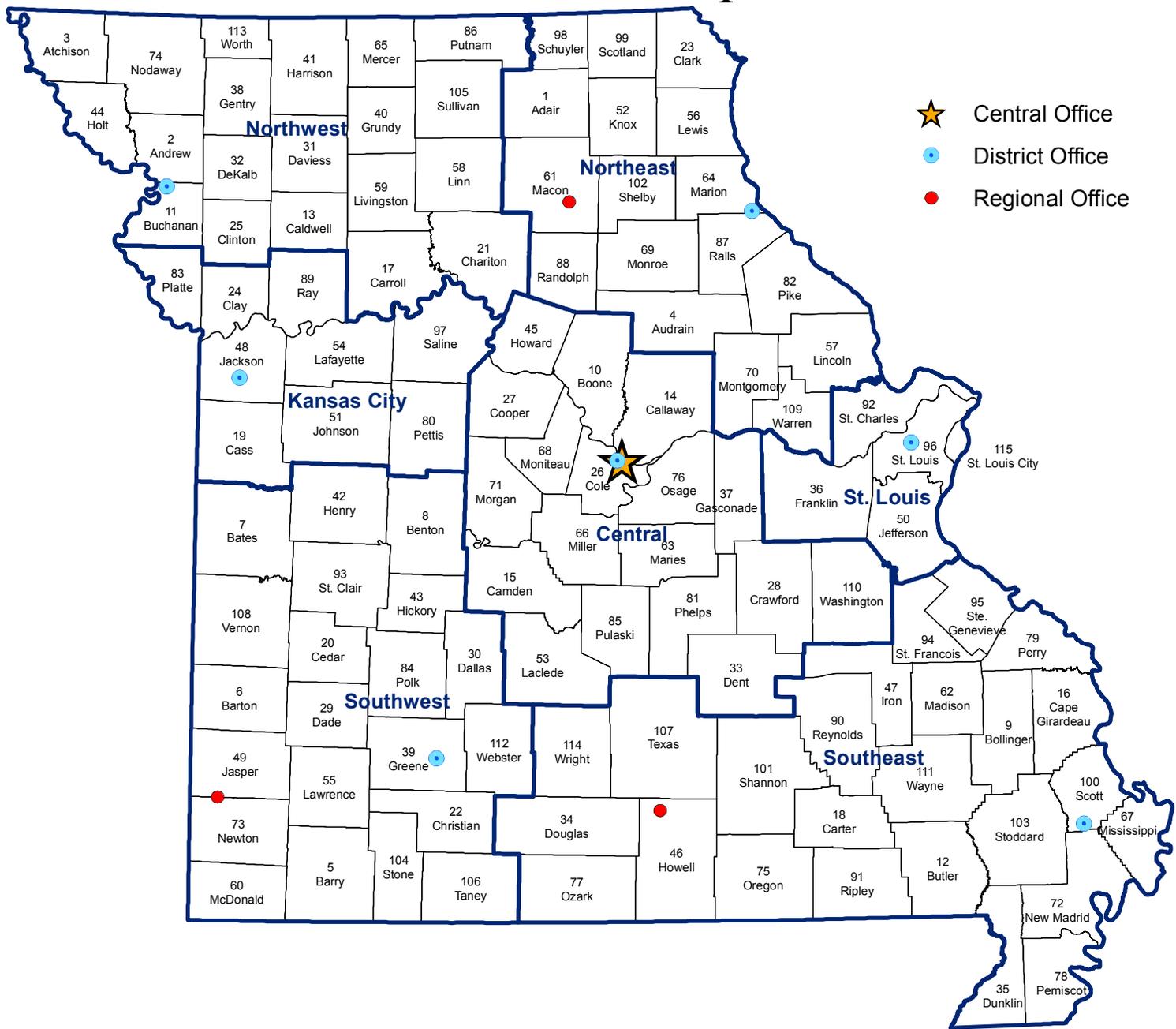
**2.7 Diesel Fuel Requirements:** In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment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

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “3-140523TV – 45’ Aerial”. Vendors should include in their bid package any literature or brochures for each aerial that they bid to include full specifications and features/options available on their unit. It is recommended that this information be provided either by: 1) Flash drive-include color photos to be posted to MoDOT’s website. 2) Forwarded by e-mail as a scanned (PDF) document to: [Tom.Veasman@modot.mo.gov](mailto:Tom.Veasman@modot.mo.gov) 3) Color brochure of unit(s).
- 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. 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, and historic information/facts/recommendations gained from the bidder, references or other sources pertaining to performance, reliability and ease of use. Selection of an aerial will not be made solely based on low price.
  - b. The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

# Missouri Department of Transportation District Map



- ★ Central Office
- District Office
- Regional Office

County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.
Adair	1 .. NE	Chariton	21 .. NW	Harrison	41 .. NW	Macon	61 .. NE	Phelps	81 .. C	Shannon	101 .. SE
Andrew	2 .. NW	Christian	22 .. SW	Henry	42 .. SW	Madison	62 .. SE	Pike	82 .. NE	Shelby	102 .. NE
Atchison	3 .. NW	Clark	23 .. NE	Hickory	43 .. SW	Maries	63 .. C	Platte	83 .. KC	Stoddard	103 .. SE
Audrian	4 .. NE	Clay	24 .. KC	Holt	44 .. NW	Marion	64 .. NE	Polk	84 .. SW	Stone	104 .. SW
Barry	5 .. SW	Clinton	25 .. NW	Howard	45 .. C	Mercer	65 .. NW	Pulaski	85 .. C	Sullivan	105 .. NW
Barton	6 .. SW	Cole	26 .. C	Howell	46 .. SE	Miller	66 .. C	Putnam	86 .. NW	Taney	106 .. SW
Bates	7 .. SW	Cooper	27 .. C	Iron	47 .. SE	Mississippi	67 .. SE	Ralls	87 .. NE	Texas	107 .. SE
Benton	8 .. SW	Crawford	28 .. C	Jackson	48 .. KC	Moniteau	68 .. C	Randolph	88 .. NE	Vernon	108 .. SW
Bollinger	9 .. SE	Dade	29 .. SW	Jasper	49 .. SW	Monroe	69 .. NE	Ray	89 .. KC	Warren	109 .. NE
Boone	10 .. C	Dallas	30 .. SW	Jefferson	50 .. SL	Montgomery	70 .. NE	Reynolds	90 .. SE	Washington	110 .. C
Buchanan	11 .. NW	Davies	31 .. NW	Johnson	51 .. KC	Morgan	71 .. C	Ripley	91 .. SE	Wayne	111 .. SE
Butler	12 .. SE	Dekalb	32 .. NW	Knox	52 .. NE	New Madrid	72 .. SE	St. Charles	92 .. SL	Webster	112 .. SW
Caldwell	13 .. NW	Dent	33 .. C	Laclede	53 .. C	Newton	73 .. SW	St. Clair	93 .. SW	Worth	113 .. NW
Callaway	14 .. C	Douglas	34 .. SE	Lafayette	54 .. KC	Nodaway	74 .. NW	St. Francois	94 .. SE	Wright	114 .. SE
Camden	15 .. C	Dunklin	35 .. SE	Lawrence	55 .. SW	Oregon	75 .. SE	Ste. Genevieve	95 .. SE	St. Louis City	115 .. SL
Cape Girardeau	16 .. SE	Dunklin	35 .. SE	Lewis	56 .. NE	Ozark	77 .. SE	St. Louis	96 .. SL		
Carroll	17 .. NW	Gasconade	37 .. C	Lincoln	57 .. NE	Pemiscot	78 .. SE	Saline	97 .. KC		
Carter	18 .. SE	Gentry	38 .. NW	Linn	58 .. NW	Perry	79 .. SE	Schuyler	98 .. NE		
Cass	19 .. KC	Greene	39 .. SW	Livingston	59 .. NW	Pettis	80 .. KC	Scotland	99 .. NE		
Cedar	20 .. SW	Grundy	40 .. NW	McDonald	60 .. SW			Scott	100 .. SE		



**MISSOURI DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS FOR 45' TRUCK MOUNTED AERIAL PLATFORM**

**SST-40-N Spec Sheet.**

**Aerial**

SST-40-N Non-Insulated 45 ft. working height telescopic/articulating aerial platform lift with bucket attachment to end of boom, mounted behind the cab, including the items listed

- Full pressure turret mounted lower controls with override.
- Engine start/stop from platform and lower controls.
- Continuous rotation including one pass slip ring for start/stop system.
- Six gpm (22.7 lpm) open center hydraulic system at 3000 psi (210 kg/cm<sup>2</sup>)
- Non-lube bearings used throughout.
- Integral hydraulic oil reservoir with dual sight gauges and 17 gallon (64.4 l) capacity. Bottom suction with a gate valve is provided.
- Upper boom storage cradle with ratchet type tie down strap and tubular rubber platform support.
- Two operator's manuals and two service manuals (in English).
- ANSI A92.2 data plate.

Lower controls on turret with standard rotary joint.

Right hand single stick control platform support.

Walk in 24x30x42 platform, open to curbside. Walk-in door with left hand hinge.

Platform cover, nylon /vinyl 24" X 30"

Platform capacity of 440 lbs.

Standard 46.25" tall pedestal.

Rubber, tube type platform support

Aerial painted standard white

Main H-frame outriggers located in front of first vertical compartment.

Emergency power Non-insulated 12v DC hydraulic system.

Start/Stop 12V DC.

Electric outlet plumbed to bucket from inverter.

Outrigger boom interlock system for main outriggers.

PTO and gear pump to power hydraulic system.

Manufacturers recommended amount of hydraulic oil to provide power to the unit.

**Body**

Knapheide 7132D54J steel service body for installation on a cab chassis with an 84" CA or equivalent.

**Curbside Compartment:**

1st Vertical: 21", two (2) adjustable shelves with dividers. 12 volt - 2500 watt inverter mounted in bottom of compartment.

2nd Vertical: 34.25", 6 Drawer American Eagle Drawer set. 3 – 3" Drawers, 2 – 5" Drawers, 1 -7" Drawer and a top shelf.

Horizontal: 52.75", 3 Drawer American Eagle drawer set with 3 drawers; 2 – 3" by 26", and 1 5" by 26" drawers.

Rear Vertical: 25.25, Vertical: 25.25" three (3) adjustable shelves with dividers.

**Street side Compartment**

1st Vertical: 21", Open with 3 adjustable hook hangers.

2nd Vertical: 34.25", 4 Drawer American Eagle drawer set. 4 – 5" by 32" drawers with top shelf.

Horizontal: 52.75", 1 adjustable shelf.

Rear Vertical: 25.25" three (3) adjustable shelves with dividers.

### **Features: Bed**

- 1/8" steel tread plate floor.
- Master lock.
- Steel tail shelf as needed.
- Grab handle.
- Tail shelf with through compartment and bumper/step.
- 6" tailboard.
- Compartment interiors painted white.
- Aluminum tread plate rock guards at front of body.
- Four (4) cargo tie downs located on body floor.
- Painted to match the chassis color.
- 12 Volt back up alarm with a 105 decibel range installed at the rear of the chassis.
- Mud flaps installed per state and federal regulations.
- See Lighting Equipment below for S/T/T guidelines

### **Safety Equipment**

Buyer's rubber wheel chocks with rope eyes 10" L x 6" H x 8" W located one in each holder in the wheel well panel.  
Two (2) polyurethane 18" x 18" x 1" outrigger pad with a rope style handle.

### **Lighting Equipment**

Stop, turn, tail and backup lights shall meet all Federal and State DOT specifications, lights **must be LED**. All specified equipment is to be Original Equipment Manufacturer installed, either as standard equipment, or factory authorized aftermarket body builder. Back up alarm shall exceed 105 decibels or 15 decibels above idle engine ambient and shall be installed at the rear of the truck frame/body in a protected area.

Body shall have (4) 12v 4" inch round, flush mount Stop/Tail and back up lights. Lights are to be mounted in the rear body panels with internal protection plates. Each side shall have two stop/tail lights and two backup lights, one set mounted next to the outside upper corner of the rear body panel and one set mounted next to the inside upper rear corner of the rear body panel.

### **Small Boom Emergency Lighting**

See attachment A - Emergency Lighting Equipment and Installation

### **Towing Equipment**

Acme ICC bumper with 2"x2" receiver tube and includes D-Ring on each side. Painted black.  
Chassis frame reinforcement for receiver hitch.  
Seven blade RV trailer socket installed at the rear of the unit adjacent to the receiver location.

### **Chassis**

2014 Ford F-550 4x2 cab and chassis with the following features: or equivalent.

- 19,500 lbs. GVWR.
- 6.7L OHV power stroke diesel V8 B20.
- 6 speed automatic transmission.
- 4.10 rear axle ratio.
- HD vinyl 40/20/40 split bench seat.
- Cruise control/ Tilt wheel steering.
- Spare tire and wheel.
- Engine block heater.
- Trailer brake controller.
- 6" running boards.
- AM/FM stereo.
- Interior color Steel.
- Exterior color Oxford White.
- 84" CA.
- 10 ply side wall tires

- Back up camera system. Includes 5" color monitor with audio and camera with infrared LED's
  - Spring buildup of the rear chassis springs to be performed at completion of unit.
- Unit certification. Includes stability test, hydraulic speed test and weigh prior to delivery.

**Pricing Page**  
**45' TRUCK MOUNTED AERIAL PLATFORM**

**Item # 1 Aerial equipment**, meeting the attached MoDOT specification, **NET DELIVERED PRICE**

AERIAL MAKE/MODEL: \_\_\_\_\_ EACH \$ \_\_\_\_\_

TRUCK MAKE/MODEL: \_\_\_\_\_

**OPTIONS:**

OPTION	DESCRIPTION	PRICE
<b>Option 1</b>	4WD in lieu of 2WD	
<b>Option 2</b>	Gas engine in lieu of Diesel engine	
<b>Option 3</b>	Power windows and power door locks	
<b>Option 4</b>	Extra deep tool tray, plastic, mounted on outside of bucket	
<b>Option 5</b>	120v hydraulic tank heater	
<b>Option 6</b>	Rope lighting top and sides of each compartment	
<b>Option 7</b>	Two speed throttle control at the platform, pedestal and tail shelf	
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
<b>Option 8</b>		
<b>Option 9</b>		
<b>Option 10</b>		
<b>Option 11</b>		

Please submit a complete parts and options list with detailed pricing information for each MAKE/MODEL your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all aerial equipment 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 \_\_\_\_\_ days after receipt of order.

**Please indicate with an 'X' the MoDOT Districts for which you are bidding this item.**  
*(Bidders are responsible for servicing all counties within the district(s) selected.)*

Northwest District (St. Joseph) \_\_\_\_\_  
 Kansas City District \_\_\_\_\_  
 St. Louis District \_\_\_\_\_  
 Southeast District (Sikeston) \_\_\_\_\_

Northeast District (Hannibal) \_\_\_\_\_  
 Central District (Jefferson City) \_\_\_\_\_  
 Southwest District (Springfield) \_\_\_\_\_

**All Districts** \_\_\_\_\_

**Warranty Information :**

**Standard Warranty:**           What does it cover? For how long? \_\_\_\_\_

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**Extended Warranties:**       What does it cover? For how long? \_\_\_\_\_

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**MANUALS AND TRAINING REQUIREMENTS**

**Service & Operator Manuals**

- a.     A hard copy operator manual must be provided with each individual unit.
- b.     One set of service and parts manuals (CD or hard copy) shall be supplied with each individual unit.

**Technical Service**

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 4 PM).

**Mandatory Training**

For each unit sold, the vendor shall supply MoDOT with the following minimum mandatory training:

Four (4) hours of 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 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 above, the vendor shall come back to the location the training first took place and hold the training again.**

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

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

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  If additional space is required, please attach an additional sheet and identify it as <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

### Preference Certification

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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
_____ Service-Disabled Veteran's Name (Please Print)	_____ Service-Disabled Veteran Business Name
_____ Service-Disabled Veteran's Signature	_____ Missouri Address of Service Disabled Veteran Business

**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS.

\_\_\_\_\_  
\_\_\_\_\_ being first

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

of \_\_\_\_\_

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

## Attachment A - Emergency Lighting Equipment and Installation

### 616.27.1.5 Fleet Lighting Guidelines

**Purpose:** To increase the visibility of MoDOT vehicles by establishing an adequate minimum level of warning lighting on MoDOT equipment, to increase the safety of our employees as well as the traveling public, and improve consistency due to increased sharing between districts and divisions.

Warning light guidelines for specific MoDOT vehicles are outlined in the chart below. The intent of these guidelines is for every MoDOT vehicle to have a minimum level of fleet lighting in addition to manufacturer provided lighting. The fleet lighting level increases with the level of exposure.

All vehicles and equipment purchased after July 1, 2013 should comply with these guidelines. Vehicles requiring fleet lighting repairs will be upgraded to comply with these guidelines depending on remaining life of the vehicle.

All lighting should meet SAEJ595 or SAE J845 Class 1 standard, verified by an AMECA (Automotive Manufacturers Equipment Compliance Agency) certified lab.

All lighting equipment should be permanently attached to the vehicle, magnetic and suction type devices should be avoided.

Newly purchased dump trucks should be equipped with the current warning light system as outlined in the Dump Truck Specifications. Existing dump trucks requiring retrofitting or repairs to the lighting system should comply with the current Dump Truck Specifications if the vehicle will remain in the fleet for at least one year.

The manufacturer must approve supplemental lighting to any mobile attenuator.

Specialty vehicles used in mobile operations should have 360 degree coverage with self-contained LED units using mounting specifics dictated by the physical characteristics of the vehicle. Examples may include striper trucks, sweepers, ARAN vans, etc.

Lighting purchases that exceed the recommended minimum levels should have management approval (District Engineer/division head or his/her designee). Examples may include vehicles and equipment related to incident response, motorist assist, traffic signal operations, vehicles placed in high traffic conditions found in urban areas, etc.

Emergency Response and Motorist Assist vehicles have standardized lighting and equipment that has been established in the Emergency Vehicle SOP and a standardized Emergency Vehicle Decal Package that has been approved by Senior Management and shall not be deviated from.

Conspicuity tape should be used on pickups and SUVs for additional visibility.

The research project NCHRP 13-02 was undertaken to evaluate the effectiveness of warning lights on roadway maintenance vehicles with the goal of establishing guidelines for the application of the lighting system on the vehicle. The research was done in two efforts. The first was an evaluation of the lighting parameters that define the performance in terms of glare and vehicle detectability. The second was an evaluation of the lighting systems in adverse weather and in a dynamic setting. The following recommendations and considerations come from the NCHRP 13-02 report.

**Light Source:** Because the spectral output of the source is very pure, solid-state LED sources seem to provide a benefit with some colors. LED sources also provide an equivalent amount of light at reduced wattage that may be beneficial to the vehicle in terms of electrical system loading. Color: It is recommended that amber, or a combination of amber and white, lighting be used on maintenance vehicles, with amber being the predominant color.

**Flash Pattern:** It is recommended that the predominant light pattern be flashing. A pattern which alternates from one side of the vehicle to the other is preferable to one in which lights on both sides of the vehicle are flashing at the same time. It is also recommended that a slower flash frequency be used, since this will give a higher response to the longer light pattern than a short flash. A flash pattern such as a double flash or a pattern similar to a rotating beacon will provide an appearance that enables vehicle identification and should improve response.

**Light Positioning:** Lights should be placed high on vehicle and away from the taillights to improve vehicle identification distance.

**Intensity Requirements:** Using too many lights or lights with too high an effective intensity may impede the ability of other drivers to detect a pedestrian.

Since most maintenance vehicles are used both in the day and at night, a system that dims the lighting for nighttime operation could be important.

**The standards and/or reports referenced in the development of the above guidelines include:**

NCHRP 13-02, Guidelines for the Selection and Application of Warning Lights on Roadway Operations Equipment, March 31, 2008

SAE J845 (Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) May 1997, Class 1, Class 2, Class 3

SAE J595 (Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) November 2008, Class 1, Class 2, Class 3

## **616.27.2 Aerial Equipment Lighting**

### **Purpose**

To increase the visibility of MoDOT aerial vehicles working in conditions which require 360 degree visibility for the safety of employees as well as the traveling public, and to improve consistency across the state.

### **Standard Light Package**

1. Two amber/white light heads placed in the grill of the truck.
2. Two amber/white light heads shall be placed on each end of the rear bumper.
3. Two amber/white light heads shall be placed just behind and above the cab to allow for 360 degree visibility.
4. Two amber/white/steady burn white option light heads shall be positioned on each side of the vehicle, one near the rear corner and one near the front corner. Steady burn option allows for [PPE](#) illumination in nighttime conditions.
5. A traffic advisor will be placed at the rear of the vehicle on the top of the truck body to allow for left, right, dual movement indications around the vehicle as well as a caution mode (same operation as an arrow stick).
6. Conspicuity tape will be placed on the rear and sides of the vehicle.
7. The amber and white lights in all light heads shall alternate between the two colors (flash sequence).

### **Implementation Plan**

Upgrade all units by July 1, 2014 unless planned for trade before December 31, 2014.

### **Standards and Installation**

Should meet the requirements set forth in [EPG 616.27.1.5 Fleet Lighting Guidelines](#).



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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

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

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

**Preferences**

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

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

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

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

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

**Liquidated Damages**

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