

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

REQUEST NO.	3-130719TV
DATE	June 24, 2013
PAGE NO.	1

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

2:00 pm., Local Time, July 19, 2013

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

LEASE TRACTORS

This Request For Bid seeks bids from qualified organizations to provide tractors for lease in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., July 19, 2013. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/TractorsLeasaePurchase.htm>

Components of Agreement: The Agreement between MHTC and the successful Bidder(s) 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.: _____

By (Signature): _____

Federal I.D. No. _____

Type/Print Name _____

Email Address: _____

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 The purpose of this Request for Bid (RFB) is to solicit competitive sealed bids from bidders to provide **tractors for lease** in accordance with the requirements stated herein. Each bid must be mailed in a sealed envelope to the RFB Coordinator indicated below. Bids can also be hand-delivered in a sealed envelope to the RFB Coordinator. All questions regarding the RFB shall be submitted to Tom Veasman. Bids must be returned no later than 02:00 p.m., CDT, July 19, 2013.

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 Organization – This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Sheet(s)

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide tractors for lease on an as needed, if needed basis for the various locations in Missouri, in accordance with the provisions and requirements stated herein.
- 2.1.2 MoDOT does not guarantee how many units will be leased.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

2.2 Required Specifications – All equipment bid upon must comply with the attached MoDOT Specifications #E620E-L, #E630E-L and #E640E-L, and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

2.3.1 The equipment shall be delivered complete and ready for use to the delivery destination. All parts, accessories and special tools necessary for normal operation of these units shall be furnished whether or not they are specifically mentioned in the attached specifications. 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.

2.3.2 The following MoDOT locations shall be the delivery points for the majority of the tractors that MoDOT will lease. 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
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
816-347-4101

Northeast District Garage
Highway 61 South
Hannibal, Missouri 63401
NE District General Services Manager, Roy Hogsett
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
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
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
314-301-1422

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

SW District-Joplin Location
3901 East 32nd Street
Joplin, Missouri 64804
SW District General Services Manager, John Sinclair
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
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
417-469-9041

2.4 Other Contractual Requirements:

- 2.4.1 **Contract Period** - The contract shall commence from the date of award until June 30, 2014 with up to three (3) one-year renewal option 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.
- a. If all options for renewal are exercised, the final expiration date of the contract is 06/30/2017.
- 2.4.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the price for the applicable renewal period stated herein.
- a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.4.3 **Escalation Clause** - In the event the contractor requests a price increase during the contract period (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 period for a renewal.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.4.4 **Lease Period** - The lease period for **8 months begins March 15th of each year and ends December 15th of each year**. Units will be delivered by the lessor to the department on or before March 15th of each year, but not before March 1st of each year. The lessor will pick up 8 month units on or after December 15th of each year and before December 27th of each year.
- 2.4.5 **Base Lease** - The lease agreement is based on guaranteed department use of **300 hours for an eight-month lease** per unit, but actual usage may vary by location. Usage beyond the guaranteed amount will be paid at the 8 month hourly rate at the end of the lease period and on a separate invoice.
- 2.4.6 **Penalties for Late Delivery** - A penalty of \$100 will be deducted from the overall lease price for every day the leased equipment is past due from the specified delivery date. This penalty will not be enforced if the Missouri Department of Transportation did not order within the accepted time frame.
- 2.4.7 **Invoicing and Payment** - All payments will be processed through the District Offices. Payments will be made by one of the following ways: 1) complete payment invoiced at the time of delivery for the entire 8 month lease period, 2) two separate installments. Payments made in installments will be made at the beginning of the **first** and **sixth** month of the lease. Payment will only be made upon delivery and acceptance. Usage beyond the guaranteed amounts will be paid at the eight (8) month hourly rate at the end of the lease period and on a separate invoice. The District General Services Manager will verify hours when the lessor picks up the unit. Be sure to include the purchase order number on all packing lists, invoices and any other important correspondence to assist in prompt payment.

2.4.8 **Maximum Initial Hours** - One hundred (100) hours **maximum** when the department receives the unit(s). Equipment must be new and of latest production model. All units delivered must be completely covered by the manufacturer's warranty for the entire length of the lease period and include parts, labor and transportation.

2.4.9 **Equipment Damage** - The department will be responsible for abuse or damage to the unit beyond normal expected wears for highway mowing operations. Repairs for abuse or damage are at the department's expense.

For damage estimates exceeding \$500, damage will be based on the low competitive bids from at least three repair shops mutually agreed upon in writing by the lessor and the department. Maximum damage claim will be established at 75% of the manufacturers' suggested retail purchase price. A copy of the manufacturers' suggested retail price is to be provided at the time of delivery. **The districts shall be invoiced for damage claims no later than 60 days after returning the equipment. Tire damage is not included under this section but is covered under the individual specifications.**

2.4.10 **Maintenance and Repair** - The Missouri Department of Transportation will furnish fuel, lubricant, other filters, and normal maintenance cleaning. All products used will meet manufacturer's specifications. The lessor shall furnish all necessary replacement parts and repairs. The lessor or lessor's representative is responsible for all warranty repairs at no cost to the department for parts, labor, or **transportation**.

2.4.11 **Service** - All routine service repairs will be performed on site of the assigned equipment within 24 hours of the department's call. If the time frame cannot be met, arrangements must be made by the lessor to accommodate the department's need; else any service performed by the department shall be subject to billing to the lessor through subtraction of payment of lease.

If equipment is not repairable on site, lessor or representative there of shall make an attempt to transport the equipment that day, no later than 24 hours from time of the department's calls. No penalty or void of warranty will be at the liability of the Missouri Department of Transportation should vandalism occur while the equipment is out of service during normal use.

2.4.12 **Downtime** - If the unit is unavailable for use at any time due to equipment failure, **the lessor must substitute a loaned unit of mutually agreed on type within 2 business days of notification from the department that the tractor is inoperable.** If the unit or substitute is unavailable for more than 7 business days during the lease period, the Base Lease Bid compensation due the lessor will be reduced by \$100.00 per calendar day for all days not available. (Consideration will be given to this reduction if prior arrangements have been made with the District Office.)

2.4.13 **Lease Agreement** - Copies of all proposed agreements must be submitted with the bid documents. It is MoDOT's desire to review and execute all necessary agreements prior to the actual order of units. No units will be ordered prior to the successful execution of all required agreements. The Department will have the sole discretion to determine what agreement is acceptable to the Department. Any agreement, which requires any indemnification by the department or by the Missouri Highways and Transportation Commission, is NOT acceptable to the Department or to Missouri Highways and Transportation Commission. We are not accepting any other terms or conditions and if changes are made may lead to disqualification as a bidder.

2.5 Additional Notifications:

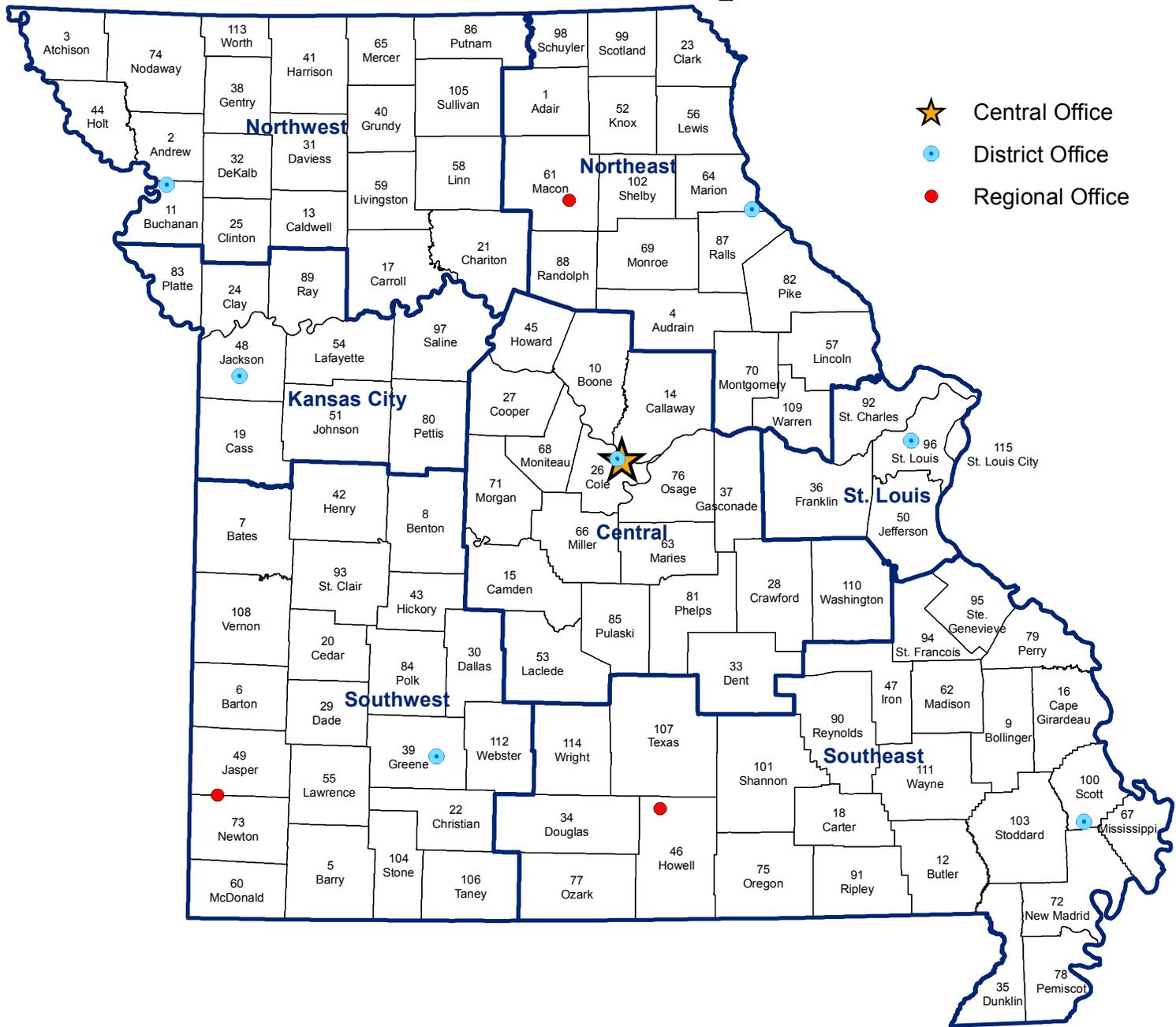
2.5.1 In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the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

BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “**3-130719TV – Tractors for Lease**”.
- a. Product information, brochures, etc. should be sent electronically to the buyer’s e-mail address provided on page 1 of this document.
- 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 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.
- 3.1.4 Contract Award - This is a Multiple Award bid and there will be no ‘one’ bidder awarded each item within this bid. Each individual MoDOT delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the “lowest and best” bid is based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the delivery destination specified by MoDOT but they will have to be serviced at other locations within the district.

Missouri Department of Transportation District Map



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	Franklin	36	SL	Lewis	56	NE	Ozark	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Pettis	79	SE	Scotland	99	NE			
Cedar	20	SW	Grund	40	NW	McDonald	60	SW				Scott	100	SE			



6/27/2011

**MISSOURI DEPARTMENT OF TRANSPORTATION
MINIMUM SPECIFICATIONS E620E-L – Utility Tractor**

Lease tractors shall be provided in accordance with the specifications below. Tractors exceeding the specifications below will not be accepted.

ENGINE

Liquid cooled diesel.

Minimum
40 PTO HP

Maximum
65 PTO HP

TRANSMISSION

Tractors must have a transmission with either hydrostat, CVT or a minimum of 8 synchronized forward gears with wet clutches and power reversing ability. A hydraulic shuttle shift allowing the tractor to go from forward to reverse without clutching shall also be standard.

PTO

A live 540 RPM PTO must be provided.

SEAT

Super deluxe heavy duty industrial with foam padded upholstered seat cushion and backrest. Seat shall have complete vertical and horizontal adjustment with coil spring or equal type shock absorber suspension and tension adjustment. Seat can be either Mechanical or Air.

BRAKES

Wet disk brakes with foot pedals operated individually or latched together and operated simultaneously.

THREE POINT HITCH

Category II hitch with adjustable stabilizers.

ROLLOVER PROTECTIVE STRUCTURE AND SEAT BELT

All open station tractors shall be equipped with a heavy-duty steel rollover protective structure (ROPS) with canopy and seat belt mounted and securely anchored to provide operator protection. ROPS shall meet the performance criteria in accordance with SAE Standard J334a-1970 and J167-1970.

STEERING

Power Assist.

FRONT AXLE

4WD shall be standard for all tractors.

HYDRAULICS

Live hydraulics with (2) double acting auxiliary valves, (2) with float positions and detents.

LIGHTS

For cab tractors, a SAE Class 1 amber LED beacon shall be installed on top of the cab. Beacon must be visible at

360 degrees.

FRONT WEIGHTS

Standard front weight bracket must be installed on the front of the tractor.

TIRES

The vendor will be responsible for any tire failure due to mechanical or manufacturer defect. The department shall replace any inoperable tire with the same make and model tire originally supplied with the tractor. All tires must be brands, models and sizes readily available from multiple dealers in the domestic market. The vendor may install used tires on tractor rims but must have at least 2/3 tread remaining on tires. No fluid filled tires will be accepted.

Upon return, if the tire(s) will hold air without a boot, MoDOT will not pay for the replacement of the tire.

COLOR

Standard manufacturers' color.

MISCELLANEOUS

Decals and all other forms of dealer advertisements larger than 12 square inches must be removed or covered prior being delivered to the department.

PRICING PAGE - ITEM #1 BID

ITEM #1 - LEASE TRACTORS shall meet the attached specification E620E-L.

I am bidding (MAKE)_____ (MODEL)_____ (PTO HP)_____

NET DELIVERED PRICE to any of the districts selected below.

LEASE – PAYMENT UPFRONT (8 Month Lease-Guaranteed Usage of 300 Hours):

Lump sum / unit \$_____ for 8 months Cost per hour exceeding 300 hours \$_____

Any usage exceeding the guaranteed amounts to be billed at the end of the lease.

<u>OPTION</u>	<u>Lump Sum Increase</u>
Option 1a: Cab and AC	\$ _____
Option 1b: AM/FM Radio	\$ _____
Option 1c: Front Weights - Lbs. per weight _____	\$ _____
Option 1d: Rear Weights - Lbs. per weight _____	\$ _____
Option 1e: Front Fender Option- 4WD Only	\$ _____
Option 1f: 3 rd hydraulic valve	\$ _____
Option 1g: Quick Attach Loader w/ recommended bucket. Length _____	\$ _____
Option 1h: Supplied oil/oil filter	\$ _____
Option 1i: OEM to change oil/oil filter on site	\$ _____

The Lump Sum Increase amount(s) for any options selected by MoDOT would be an addition to the Lump Sum Lease Payment.

***Price for Option H and I is based on manufacturers recommended change*

***Serviced oil change to include removal and disposal of oil and filter*

*** OEM servicing of equipment shall be completed within 48 hours of department's notification*

DELIVERY OF ITEM #1:

For MoDOT to receive Item #1 equipment on or before March 1st of each year, orders must be received by the dealer on or before this date: _____

Please indicate with an 'X' the districts for which you are bidding.

(Bidders are responsible for servicing all counties within the district(s) selected.)

Northwest District _____
Kansas City District _____
St. Louis District _____
Southeast District _____

Northeast District _____
Central District _____
Southwest District _____

All Districts _____

**MISSOURI DEPARTMENT OF TRANSPORTATION
MINIMUM SPECIFICATIONS E630E-L – Mid Frame Tractor**

Lease tractors shall be provided in accordance with the specifications below. Tractors exceeding the specifications below will not be accepted.

ENGINE

Liquid cooled diesel.

Minimum
66 PTO hp

Maximum
85 PTO hp

TRANSMISSION

Tractors must have a transmission with either hydrostat, CVT or a minimum of 8 synchronized forward gears with wet clutches and power reversing ability. A hydraulic shuttle shift allowing the tractor to go from forward to reverse without clutching shall also be standard.

PTO

A live 540 RPM PTO must be provided.

CAB

Tractor shall have full cab with air conditioning.

SEAT

Super deluxe heavy duty industrial vinyl with foam padded upholstered seat cushion and backrest. Seat shall have complete vertical and horizontal adjustment with coil spring or equal type shock absorber suspension and tension adjustment. Whether mechanical or air, seat shall also swivel.

BRAKES

Wet disk brakes with foot pedals operated individually or latched together and operated simultaneously.

THREE POINT HITCH

Category II hitch with adjustable stabilizers.

STEERING

Power Assist.

FRONT AXLE

4WD shall be standard for all tractors.

HYDRAULICS

Live hydraulics with (2) double acting auxiliary valves, with float positions and detents.

LIGHTS

For cab tractors, a SAE Class 1 amber LED beacon shall be installed on top of the cab. Beacon must be visible at 360 degrees.

FRONT WEIGHTS

Standard front weight bracket must be installed on the front of the tractor.

TIRES

The vendor will be responsible for any tire failure due to mechanical or manufacturer defect. The department shall replace any inoperable tire with the same make and model tire originally supplied with the tractor. All tires must be brands, models and sizes readily available from multiple dealers in the domestic market. The vendor may install used tires on tractor rims but must have at least 2/3 tread remaining on tires. No fluid filled tires will be accepted. Tire size shall not exceed 38”.

Upon return, if the tire(s) will hold air without a boot, MoDOT will not pay for the replacement of the tire.

COLOR

Standard manufacturers’ color.

MISCELLANEOUS

Decals and all other forms of dealer advertisements larger than 12 square inches must be removed or covered prior being delivered to the department.

PRICING PAGES - ITEM #2 BID

ITEM #2 - LEASE TRACTORS shall meet the attached specification E630E-L.

I am bidding (MAKE)_____ (MODEL)_____ (PTO HP)_____

NET DELIVERED PRICE to any of the districts selected below.

LEASE – PAYMENT UPFRONT (8 Month Lease-Guaranteed Usage of 300 Hours):

Lump sum / unit \$_____ for 8 months Cost per hour exceeding 300 hours \$_____

LEASE – INSTALLMENT PAYMENTS (8 Month Lease-Guaranteed Usage of 300 Hours):

2 INSTALLMENT PAYMENTS - Payments made at the beginning of the 1st and 6th month

Lump Sum 1ST Installment \$_____ Lump Sum 2nd Installment \$_____

Cost per hour exceeding 300 hours \$_____

Any usage exceeding the guaranteed amounts to be billed at the end of the lease.

OPTION

Lump Sum Increase

Option 2a: Front Weights - Lbs. per weight _____	\$ _____
Option 2b: Rear Weights - Lbs. per weight _____	\$ _____
Option 2c: 540/1000 RPM PTO in lieu of 540 RPM PTO	\$ _____
Option 2d: Front Fender Option	\$ _____
Option 2e: 3 rd hydraulic valve	\$ _____
Option 2f: AM/FM Radio	\$ _____
Option 2g: Rear windshield wiper and rear washer fluid applicator	\$ _____
Option 2h: Loader prep pkg. (including dual mid-valves w/ joystick control) (Loader prep. pkg. will be used to operate front mounted snow plow)	\$ _____
Option 2i: Heavy Duty Quick Attach self-leveling loader w/o bucket	\$ _____
Option 2j: Recommended Quick Attach bucket for loader. Length _____	\$ _____
Option 2k: Supplied oil/oil filter	\$ _____
Option 2l: OEM to change oil/oil filter on site	\$ _____

The Lump Sum Increase amount(s) for any options selected by MoDOT would be added to the Lump Sum Lease Payment. If the 2 Installment Payment method is used, the Lump Sum Increase amount(s) would be split and applied equally to both payments.

****Price for Option K and L is based on manufacturers recommended change**

****Serviced oil change to include removal and disposal of oil and filter**

**** OEM servicing of equipment shall be completed within 48 hours of department's notification**

DELIVERY OF ITEM #2

For MoDOT to receive Item #2 equipment on or before March 1st of each year, orders must be received by the dealer on or before this date: _____

Please indicate with an 'X' the districts for which you are bidding.
(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	_____	

GENERAL INFORMATION FOR ITEM #2:

Tractor Manufacturer's Specifications:

PTO HP _____

Number of cylinders: _____

Tractor Weight: _____ Per specifications w/o added weights or loader

Transmission: _____

Fuel Capacity in Gallons: _____

**MISSOURI DEPARTMENT OF TRANSPORTATION
MINIMUM SPECIFICATIONS E640E-L – Cab Tractor**

Lease tractors shall be provided in accordance with the specifications below. Tractors exceeding the specifications below will not be accepted.

ENGINE

Liquid cooled diesel.

Minimum
86 PTO hp

Maximum
145 PTO hp

TRANSMISSION

Tractors must have a transmission with either hydrostat, CVT or a minimum of 8 synchronized forward gears with wet clutches and power reversing ability. A hydraulic shuttle shift allowing the tractor to go from forward to reverse without clutching shall also be standard.

PTO

A live 540/1000 RPM PTO must be provided.

CAB

Tractor shall have full cab with air conditioning.

SEAT

Super deluxe heavy duty industrial with foam padded upholstered seat cushion and backrest. Seat shall have complete vertical and horizontal adjustment with coil spring or equal type shock absorber suspension and tension adjustment. Whether mechanical or air, seat shall also swivel.

BRAKES

Wet disk brakes with foot pedals operated individually or latched together and operated simultaneously.

THREE POINT HITCH

Category II hitch with factory installed stabilizers.

STEERING

Power Assist.

FRONT AXLE

4WD shall be standard for all tractors.

HYDRAULICS

Live hydraulics with (3) double acting auxiliary valves, with float positions and detents.

LIGHTS

For cab tractors, a SAE Class 1 amber LED beacon shall be installed on top of the cab. Beacon must be visible at

360 degrees.

FRONT WEIGHTS

Standard front weight bracket must be installed on the front of the tractor.

TIRES

The vendor will be responsible for any tire failure due to mechanical or manufacturer defect. The department shall replace any inoperable tire with the same make and model tire originally supplied with the tractor. All tires must be brands, models and sizes readily available from multiple dealers in the domestic market. The vendor may install used tires on tractor rims but must have at least 2/3 tread remaining on tires. No fluid filled tires will be accepted. Tire size shall not exceed 38”.

Upon return, if the tire(s) will hold air without a boot, MoDOT will not pay for the replacement of the tire.

COLOR

Standard manufacturers’ color.

MISCELLANEOUS

Decals and all other forms of dealer advertisements larger than 12 square inches must be removed or covered prior being delivered to the department.

PRICING PAGES - ITEM #3 BID

ITEM #3 - LEASE TRACTORS shall meet the attached specification E640E-L.

I am bidding (MAKE)_____ (MODEL)_____ (PTO HP)_____

NET DELIVERED PRICE to any of the districts selected below.

LEASE – PAYMENT UPFRONT (8 Month Lease-Guaranteed Usage of 300 Hours):

Lump sum / unit \$ _____ for 8 months Cost per hour exceeding 300 hours \$ _____

LEASE – INSTALLMENT PAYMENTS (8 Month Lease-Guaranteed Usage of 300 Hours):

2 INSTALLMENT PAYMENTS - Payments made at the beginning of the 1st and 6th month

Lump Sum 1ST Installment \$ _____ Lump Sum 2nd Installment \$ _____

Cost per hour exceeding 300 hours \$ _____

Any usage exceeding the guaranteed amounts to be billed at the end of the lease.

OPTIONS

	<u>Lump Sum Increase</u>
Option 3a: High ground speed transmission. Specify: _____	\$ _____
Option 3b: Front Weights - Lbs. per weight _____	\$ _____
Option 3c: Rear Weights - Lbs. per weight _____	\$ _____
Option 3d: Front Fender Option	\$ _____
Option 3e: AM/FM Radio	\$ _____
Option 3f: Rear windshield wiper and rear washer fluid applicator	\$ _____
Option 3g: 4 th hydraulic valve	\$ _____
Option 3h: Loader prep pkg. (including dual mid-valves w/ joystick control) (Loader prep. pkg. will be used to operate front mounted snow plow)	\$ _____
Option 3i: Heavy Duty quick attach self-leveling loader w/o bucket	\$ _____
Option 3j: Recommended HD Quick Attach bucket for loader. Length: _____	\$ _____
Option 3k: Recommended Quick Attach high capacity bucket. Cu/Yd: _____	\$ _____
Option 3l: Supplied oil/oil filter	\$ _____
Option 3m: OEM to change oil/oil filter on site	\$ _____

The Lump Sum Increase amount(s) for any options selected by MoDOT would be added to the Lump Sum Lease Payment. If the 2 Installment Payment method is used, the Lump Sum Increase amount(s) would be split and applied equally to both payments.

****Price for Option L and M is based on manufacturers recommended change**

****Serviced oil change to include removal and disposal of oil and filter**

**** OEM servicing of equipment shall be completed within 48 hours of department's notification**

DELIVERY OF ITEM #3:

For MoDOT to receive this Item #3 equipment on or before March 1st of each year, orders must be received by the dealer on or before this date: _____

Please indicate with an 'X' the districts for which you are bidding.
(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	_____	

GENERAL INFORMATION FOR ITEM #3:

Tractor Manufacturer's Specifications:

PTO HP _____

Number of cylinders: _____

Tractor Weight: _____ Per specifications w/o added weights or loader

Transmission: _____

Fuel Capacity in Gallons: _____

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM
All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

Preference Certification
All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

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

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 leasing/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 the **leasing of tractors** listed in the attached "Request for Bid" for lease 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 the units leased by any of these agencies. It is further understood that the price is based on the **lease tractors** 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 leasing 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 _____

EXHIBIT A

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally known to
me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly
sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

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.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Prohibition Of Employment Of Unauthorized Aliens:

a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.

b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the equipment is delivered.

b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.