

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

REQUEST NO.	3-150626TV
DATE	June 4, 2015

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

2:00 pm., Central Time, June 26, 2015

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING EQUIPMENT.

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

MOTOR GRADERS

This Request For Bid seeks bids from qualified organizations to provide MOTOR GRADERS in accordance with the 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. Central Time, June 26, 2015. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Motorgradersone.htm>

Components of Agreement: 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 Vendor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order. However, MoDOT 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 Vendor's bid. The Vendor is cautioned that its bid shall be subject to acceptance by MoDOT without further clarification.

Note that submission of bids to the above mailing address must go through MoDOT's mail room and will require additional time to arrive at the 830 MoDOT Drive location.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned vendor 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 **motor graders** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, June 26, 2015.**

RFB COORDINATOR:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

**Missouri Department of Transportation
P. O. Box 270
Jefferson City, MO 65102
Attn: Tom Veasman**

PHYSICAL ADDRESS:

**Missouri Department of Transportation
General Services Division
830 MoDOT Drive
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

PHONE: 573-522-4404

FAX: 573-526-6948

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of motor graders as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages
 - 5) Training, Software, Manuals and Technical Service Requirements
 - 6) Vendor Information and Preference Certification Form
 - 7) Cooperative Purchasing Form
 - 8) Anti-Collusion Statement
 - 9) Terms and Conditions
 - 10) Specification (E731-D2)

2. SCOPE OF WORK

2.1 General Requirements:

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

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

2.3 Delivery Requirements:

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

2.4 Invoicing and Payment Requirements:

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

Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Attn: GS Fleet Services
Jefferson City, MO 65102

- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The vendor shall understand and agree MoDOT reserves the right to make contract payments to the vendor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the vendor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each vendor invoice must be on the vendor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's [Vendor Payment Website](#) to enable the vendor to properly apply state payments to invoices. The vendor must comply with all other invoicing requirements stated in the RFB.
- 2.4.4 The vendor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.5 Other than the payment specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.5 Other Award Requirements:**
- 2.5.1 Award Period - The award period shall commence from the date of award until June 30, 2016, with up to three (3) one-year renewal option periods, or any portion therein.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the vendor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.3 Escalation Clause - In the event the vendor requests a price increase during either the original award period or any award renewal period, the vendor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the vendor's written request and documentation, and decide if a price increase is to be granted at that particular time. The vendor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original award period, or if applicable, the first 3 months of an award renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the vendor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

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

2.6 Equipment Trade-In Allowance:

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

Trade-In Worksheet Example:

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

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

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-150626TV Motor graders**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The vendor may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the vendor to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, vendors will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Vendors are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Award:
- a. This is a Multiple Award bid and there will be no ‘one’ vendor awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. After determination of award, individual delivery destination’s shall use the following criteria to determine the “lowest and best” bid based on model features, price, warranty, service, delivery timeline, location of servicing dealers, past performance of servicing dealers, and information, facts, and recommendations gained from the vendor. Selection of a **motor grader** will not be made solely based on low price.
 - b. The vendor must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.
 - c. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for bid results.

2. PRICING PAGES

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

NOTE: If bidding on more than one make and model for a given Item please provide pricing on a separate sheet. Additional vendor options may be submitted for each unit bid as separate attachments.

OUTRIGHT PURCHASES:

ITEM #1: Outright purchase of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (140–220), 6-cylinder inline diesel engine, **NET DELIVERED PRICE.**

MAKE/ MODEL _____ HP _____ PRICE \$ _____

OPTIONS:

- Option 1. Hydraulic rear benching wing (42")** **PRICE \$ _____**
- Option 2. Hydraulic rear benching wing (60")** **PRICE \$ _____**
- Option 3. Auto Shift Transmission** **PRICE \$ _____**
- Option 4. Full-Height (High Profile) Cab** **PRICE \$ _____**

ITEM #2: Outright purchase of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (165–255), 6-cylinder inline diesel engine, **NET DELIVERED PRICE.**

MAKE/ MODEL _____ HP _____ PRICE \$ _____

- Option A. Hydraulic rear benching wing (42")** **PRICE \$ _____**
- Option B. Hydraulic rear benching wing (60")** **PRICE \$ _____**
- Option C. Auto Shift Transmission** **PRICE \$ _____**
- Option D. Full-Height (High Profile) Cab** **PRICE \$ _____**

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

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

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

Please indicate with an 'X' the MoDOT Districts for which you are bidding Items #1 - #4. (Bidders are responsible for servicing all counties within the district(s) selected.)

- | | |
|--|--|
| Northwest District (St. Joseph) _____ | Northeast District (Hannibal) _____ |
| Kansas City District _____ | Central District (Jefferson City) _____ |
| St. Louis District _____ | Southwest District (Springfield) _____ |
| Southeast District (Sikeston) _____ | |
| | All Districts _____ |

STRAIGHT LEASES:

ITEM #3: Straight lease of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP (140-220), 6-cylinder inline diesel engine, NET DELIVERED PRICE.

MAKE _____ MODEL _____

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

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.

Assuming 300 hours usage per year per unit:

Assuming 500 hours usage per year per unit:

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

ITEM #4: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (165-255), 6-cylinder inline diesel engine, NET DELIVERED PRICE.

MAKE _____ MODEL _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #2)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.

Assuming 300 hours usage per year per unit:

Assuming 500 hours usage per year per unit:

	<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>		<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	Base Unit	_____	_____
Overage/Hr	_____		Overage/Hr	_____	
Option A	_____	_____	Option A	_____	_____
Option B	_____	_____	Option B	_____	_____
Option C	_____	_____	Option C	_____	_____
Option D	_____	_____	Option D	_____	_____

OUTRIGHT PURCHASES:

ITEM #5: Outright purchase of one (1) new 6WD articulated 6x6 motor grader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (**140–240**), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.
NET DELIVERED PRICE.

MAKE/MODEL _____ **HP** _____ **PRICE \$** _____

OPTIONS:

Option 1. Hydraulic rear benching wing (42") **PRICE \$** _____

Option 2. Hydraulic rear benching wing (60") **PRICE \$** _____

Option 3. Auto Shift Transmission **PRICE \$** _____

Option 4. Full-Height (High Profile) Cab **PRICE \$** _____

ITEM #6: Outright purchase of one (1) new 6WD articulated 6x6 motor grader meeting specification E731-D2, (**185-275** HP range). **NET DELIVERED PRICE.**

MAKE/ MODEL _____ **HP** _____ **PRICE \$** _____

OPTIONS:

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

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

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

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

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

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

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

Please indicate with an 'X' the MoDOT Districts for which you are bidding Items #5 - #8. (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 _____

STRAIGHT LEASES:

ITEM #7: Straight Lease of one (1) new 6WD articulated 6x6 motor grader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (**140-240**), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment. **NET DELIVERED PRICE.**

MAKE _____ **MODEL** _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #5):

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.

Assuming 300 hours usage per year per unit:

Assuming 500 hours usage per year per unit:

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

ITEM #8: Straight Lease of one (1) new 6WD articulated 6x6 motor grader meeting specification E731-D2, (**185-275** HP range). Unit shall have creeper gear function capability for running a blade mount milling attachment. **NET DELIVERED PRICE.**

MAKE _____ **MODEL** _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #6)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.

Assuming 300 hours usage per year per unit:

Assuming 500 hours usage per year per unit:

	<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>		<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	Base Unit	_____	_____
Overage/Hr	_____		Overage/Hr	_____	
Option A	_____		Option A	_____	
Option B	_____		Option B	_____	
Option C	_____		Option C	_____	
Option D	_____		Option D	_____	

5. TRAINING, SOFTWARE, MANUALS AND TECHNICAL SERVICE REQUIREMENTS

Optional Training

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

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

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

a.) 8 hours Electronic Operation and Diagnostics

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

b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic

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

12 Hour Basic Operation/Diagnostics: Minimum # Per Class_____ Price per student: \$_____

Optional Software

Price to include the following: diagnostic software, cables, and interface. (Price per set)

Diagnostic software, cables, and interface: Price per set: \$_____

Optional Maintenance

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

Price for vendor to perform the first scheduled on-site maintenance: Price per unit: \$_____

Mandatory Training

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

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

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

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

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 a number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 AM to 4 PM).

6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

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

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

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

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

M/WBE Name

Percentage of Contract

M/WBE Certifying Agency

*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:

- 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
- 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

7. NOTICE OF COOPERATIVE PURCHASING

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

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

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

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

YES _____ NO _____

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

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

8. ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____

Title of Person Signing

of _____

Name of Bidder

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

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

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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

9. STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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.

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.

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

ENGINE – Tier 4-Final (or later) Diesel, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Equipment shall meet all applicable federal emission regulations.

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

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

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

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

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

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

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

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

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

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

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

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

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

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

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

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

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

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

TOW HITCHES - Front and rear.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2nd door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included. NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

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

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator.

Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer.

Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified.

Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department.

Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted strobe or LED.