

BID FORM

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

REQUEST NO.	3-151119TV
DATE	November 2, 2015

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

2:00 pm., Local Time, November 19, 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
Orange City, IA or New Holstein, WI

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

MACK TRUCKS

This Request For Bid seeks bids from qualified organizations to provide Mack Trucks 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., November 19, 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/SingleandTandemAxleDumpTrucks.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 and the bid submitted by the Bidder in response to the RFB. 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.

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 bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

Federal I.D. No. _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Is your firm MBE certified? Yes No

Title:
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

In May of 2015, MoDOT awarded bids to two bidders to provide striping machine packages that included the cab/chassis. However, the latest applicable model Mack cab/chassis, the “LR613” was not available at time of opening of the striper bids. It is MoDOT’s intention to purchase the Mack model LR613 cab/chassis’ to provide to the striper manufacturers as-needed (if needed).

As distance may be a factor in the willingness to provide a cab/chassis, bidders may choose to bid to provide a cab/chassis to only one of the two locations. Bidders are not required to bid to supply both locations with a Mack cab/chassis. Price shall include the delivery of the truck. The truck cab/chassis must meet the specifications before payment will be made. A purchase of a cab/chassis from this bid will only be necessary if/when a MoDOT district determines they wish to purchase a striper unit with a Mack LR613 cab/chassis instead of one of the other cab/chassis choices in the striper bid.

DEFINITIONS: When the term “District” is used herein, it shall refer to one of seven geographic areas within the Missouri Department of Transportation (MoDOT).

When the term “Division” is used herein, it shall refer to one of several functional units within the Missouri Department of Transportation (MoDOT) Central Office.

When the term “striper manufacturers” or “striper vendors” is used herein, it shall refer to the companies of EZ-Liner Industries and M-B Company, who were both awarded a May/2015 bid to manufacture striping machines for MoDOT.

- 1.1.2 This Request for Bid (RFB) seeks bids from qualified organizations to provide **MACK Trucks** 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, November 19, 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 Mack Trucks 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) Specifications
 - 5) Pricing Pages
 - 6) Vendor Information and Preference Certification Form
 - 7) Cooperative Purchasing Form
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The bidder shall provide **MACK Trucks** to the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder 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 bidder 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, bidders 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 trucks will be received on Saturday, Sunday or state holidays.

- b. If the prices bid herein include the delivery cost of the unit, the bidder 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 bidder direct to the railroad or carrier.

2.3.2 The bidder shall deliver the Trucks specified herein to the following locations:

Vogel Traffic Services Inc, dba EZ-Liner Industries
1920 Albany Pl
Orange City, IA 51041
Contact: Dick Bjork 816-509-3999
Dick.Bjork@ezliner.com

M-B Company
1615 Wisconsin Ave
New Holstein, WI 50361
Contact: Rose Shrimp 570-547-1621
rshrimp@m-bco.com

2.4 Invoicing and Payment Requirements:

- 2.4.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order. 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 bidder shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.4.5 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.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to MoDOT's rejection and shall be returned at the bidder's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Award Requirements:

- 2.5.1 Award Period - The award period shall commence from the date of award until May 31, 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 bidder 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 bidder requests a price increase during either the original award period or any award renewal period, the bidder 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 bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The bidder 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 bidder 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 bidder'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.
- 2.5.6 Training – Trucks purchased by MoDOT shall have the minimum training supplied by the bidder as outlined below:
- a. Training shall take place at each district where the Mack cab/chassis is delivered (after the manufacture/installation of the striper unit) or at an off-site location at the bidder's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The bidder shall supply training within one month of delivery of the cab/chassis to the district (after the manufacture/installation of the striper unit). The bidder shall supply all training materials. Cab and Chassis system training shall include but not be limited to operational training of the engine, electronic controls, fuel system, emissions, electrical system controllers and automatic transmission.
 - b. Operator manuals must be hard copy and supplied with each individual unit. Repair manuals may be hard copy or electronic (CD or flash drive) to include wiring diagrams for truck chassis cab and factory line setting sheet which includes part numbers. A manual on all functions and operations of the microprocessor shall be included in the shop manuals. A diagram of all grease zerks should be located in the shop manuals.
 - c. All bidders shall provide a telephone number for technical assistance, manned during normal working hours (8AM to 4PM).

- d. A complete list or catalog describing all available training materials related to the items you are bidding should be included in your bid.
- e. Should the training not meet the requirements (needs of the employees being trained) indicated above, the bidder shall come back to the location the training first took place and hold the training again.

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 bidder.
- b. It will be the responsibility of the bidder to examine the condition of the equipment offered for trade. The bidder must not impose any mandatory requirements or restrictions on equipment disposal.
- c. 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.
- d. 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 bidder. It will be the responsibility of the bidder 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 “**3-151119TV MACK Trucks**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been 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 bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Award:
- a. Bids will be awarded based on the lowest bids to provide Mack cab/chassis’ meeting the requirements of MoDOT delivered to the two locations in Section 2.3.2.
 - b. The bidder 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 bidders to check the website for bid results.

MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR
FURNISHING MACK MODEL LR613 TRUCKS

It is the intent and purpose of these specifications to describe a Mack model LR613 truck cab/chassis to be used for a mounted self-contained traffic line striping machine.

In addition to the MoDOT general specifications, there is also a set of Mack specifications provided by each of the two striper vendors with specific detailed requirements of the cab/chassis meeting their requirements.

MODOT GENERAL SPECIFICATIONS FOR MACK TRUCK CAB/CHASSIS:

CHASSIS - CAB FORWARD

GVW shall be a minimum of 60,000 pounds.

Striper must be highly maneuverable for urban striping. Minimum curb-to-curb turning radius is desired.

Wheelbase and cab-to-axle dimensions shall be specified by the striper manufacturer to provide proper length and weight distribution and accommodate painting equipment.

Front GAWR to be at least 20,000 pounds with shock absorbers.

Rear axle shall have a GAWR of at least 40,000 pounds with a gear ratio to provide a top road speed of 65 MPH.

Rear suspension capacity to be at least 40,000 pounds
Hendrickson PAX-460 or pre-approved equivalent

Factory cruise control.

Low speed constant speed electronic RPM control designed to work between 5 MPH and 20 MPH. Unit shall hold speed to ± 1 MPH on grades of 3% or less.

Automatic Transmission shall be an Allison transmission appropriately sized for the engine selected. The striper will frequently operate between 5 and 20 mph.

Engine to be diesel fueled, B20 certified and developing not less than 300 horsepower at rated RPM.

Engine equipment to include: Fuel water separator, fuel filter, 1000 watt minimum block heater, low oil pressure/high engine temperature warning light, anti-freeze protections to -35 degrees F., vertical exhaust system up right side.

Cooling system: Since the major portion of the operation of this unit will be at speed of approximately 5-20 MPH, the cooling system should include the extra capacity to adequately cool the engine and transmission, during this slow speed operation.

Frame to have minimum RBM of 2,000,000 in/lb. with minimum 110,000 PSI steel. Front tow hooks.

Wheels and tires shall be sized appropriately to match the GVRW of the completed truck. Tires shall not be rated below 65 mph.

Fuel tanks: One or two aluminum fuel tanks totaling 150 gallons, frame mounted.

Driver window may be manual and passenger window shall be power. Unit must have power locks on both doors.

Floor covering shall be heavy – duty rubber and/or vinyl with sound deadening backing covering entire floor, dark in color.

Steering shall be factory installed tilt column with the smallest diameter steering wheel available for the specified front axle.

Front wheel mud flaps.

Power steering.

CAB:

Cab shall be a low entry, cab forward, tilt cab. Cab shall be equipped with a cab-lifting jack.

Seats: Driver and passenger seat to be air suspension type. Both seats to have arm rests, heavy-duty vinyl trim and seat belts.

Two (2) speed windshield wipers and washers with intermittent feature.

West coast type right and left outside mirrors approximately 16 x 6 inches with auxiliary convex mirrors bracket mounted. The outside mirrors are to be remotely controlled operator position(s).

The cab shall include the highest level of factory sound and temperature insulation available. The cab shall also be supplied with the highest capacity heater/defroster/AC dash unit the chassis manufacturer offers.

Dual sun visors.

Cab entry assist grab handles.

Tinted safety glass shall be provided in all windows.

Instruments to include: Fuel gauge, oil pressure gauge, temperature gauge, ammeter or voltmeter, air cleaning restriction indicator, tachometer, low oil pressure warning lamp, and high temperature warning lamp. Transmission gear indication must be visible from each operator position.

Dual air horns, which can be activated from operators' position(s)

Minimum of two (2) 12 volt power points and a minimum of two (2) USB receptacles

Door arm rests.

AM/FM Stereo radio with dual speakers.

Exterior Cab marker lights and tail lights shall be LED

Wig-Wag on front headlight controls shall be mounted and accessible from each operator's position.

Digital speedometers shall be provided for operator position(s).

Color to be Federal Standard #595B (Colors Used in Government Procurement) "Highway Yellow" #13432 or equal and matching the truck chassis-cab exterior color. A minimum of one primer coat and two finish coats shall be applied to all metal parts. (IF YOU HAVE ANY QUESTIONS REGARDING COLOR PLEASE CONTACT THIS OFFICE.)

A 5# fire extinguisher shall be installed in both the front and rear cab, fuses and triangles as outlined in the Federal Motor Carrier Safety Regulation section 393.95.

BRAKES:

Brakes to be full air cam type or pre-approved equivalent. Brakes shall be sized to meet or exceed completed truck GVRW.

14 cubic foot minimum air compressor. Automatic moisture ejectors and air dryers. Low air pressure warning device.

Parking/emergency brakes to be spring set, air released.

ELECTRICAL:

200 AMP Heavy Duty alternator.

Three (3) 12-volt maintenance free batteries of at least 535 cold cranking amps each. Back up alarm OSHA approved. Back up alarm shall exceed 105 decibels or 15 decibels above idle engine ambient and shall be installed at the rear of the frame in a protected area.

Power supply for 2-way radio shall be provided. A ten gauge wire with a single 5 amp circuit protection shall be provided terminating in the center of the overhead console for the remote radio head. A second ten gauge wire with a 40 amp circuit protection shall be provided to a location behind the driver's seat where the base unit of the radio will be installed. Radios will be installed by MoDOT after delivery of the truck. Power wires for the radios shall be keyed to the ignition switch, being energized when ignition is on. All terminal connections shall heat shrunk and sealed.

The rear turn signals shall be minimum seven inches in diameter or equal area each.

MoDOT reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

PAYMENT CRITERIA:

Payment will be made by MoDOT upon delivery and approval by MoDOT.

Pricing Page

Mack LR613 Cab/Chassis Pricing

Item # 1 Truck cab/chassis, meeting the attached EZ-Liner specifications, **NET DELIVERED PRICE**

MACK LR613 CAB/CHASSIS MEETING EZ-LINER SPECIFICATIONS DELIVERED TO

ORANGE CITY, IA PRICE \$: _____

Item # 2 Truck cab/chassis, meeting the attached M-B Company specifications, **NET DELIVERED PRICE**

MACK LR613 CAB/CHASSIS MEETING M-B COMPANY SPECIFICATIONS DELIVERED TO

NEW HOLSTEIN, WI PRICE \$: _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all truck options available in your data book or pricing guides.

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

Delivery will be made _____ days after receipt of order.

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 <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

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

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> 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 <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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.

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Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Liquidated Damages

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