

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

REQUEST NO.	3-130709TV
DATE	June 17, 2013

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

**2:00 pm., Local Time, July 9, 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

**PURCHASE TRACTORS**

This Request For Bid seeks bids from qualified organizations to provide tractors 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 9, 2013. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto: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.:** \_\_\_\_\_

\_\_\_\_\_

**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 **purchase tractor(s)** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, July 9, 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 This document constitutes an invitation for competitive, sealed bids for the procurement of tractors as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) State Map of MoDOT Districts
  - 5) Specifications /Pricing Pages /General Information Pages
  - 6) Vendor Information and Preference Certification Form
  - 7) Cooperative Purchasing Form
  - 8) Anti-Collusion Statement
  - 9) Annual Worker Eligibility Verification Affidavit
  - 10) Applicant Affidavit for Sole-Proprietorship or Partnership
  - 11) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide tractors on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee how many units will be ordered.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

**2.2 Required Specifications:** All equipment bid upon must comply with the attached MoDOT Specifications #E620E, #E630E and #E640E, 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. 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 MoDOT's purchases. However, MoDOT may specify locations other than those shown below for delivery.

Northwest District Garage  
3602 N. Belt Highway  
St. Joseph, Missouri 64502  
NW District General Services Manager, Danny Rosenbohm  
Danny.Rosenbohm@modot.mo.gov  
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](mailto:Roy.Hogsett@modot.mo.gov)  
660-385-8674

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

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

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

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

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

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

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

## 2.4 Other Contractual Requirements:

- 2.4.1 Contract Period - The contract shall commence from the date of award until June 30, 2014 with up to three (3) one-year renewal option periods, or any portion therein.
- 2.4.2 Renewal 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.
- 2.4.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
  - 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 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
  - b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
  - c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
  - d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**2.5 Equipment Trade-In Allowance:**

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

**Trade-In Worksheet Example:**

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

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

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

**3. BID SUBMISSION**

**3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-130709TV – Purchase Tractors**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.

3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

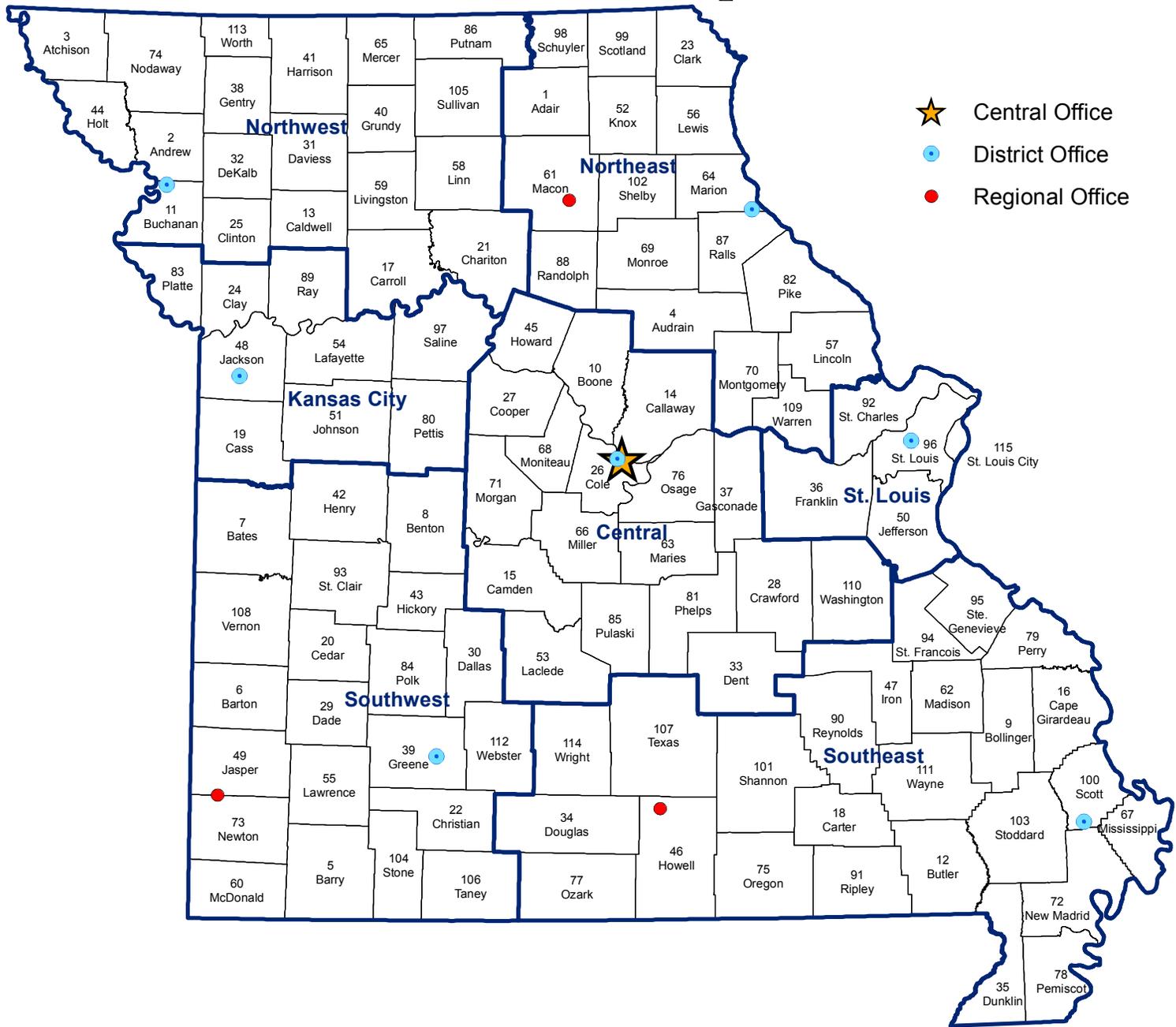
3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Contract Award:

- a. This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the "lowest and best" bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of tractors. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.
- b. The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

# Missouri Department of Transportation District Map



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	79	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Pettis	80	KC	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW				Scott	100	SE			



6/27/2011

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

**ENGINE**

Liquid cooled diesel. Vertical exhaust mufflers shall have a rain cap or curved exhaust pipe. Engine cooling system shall have anti-freeze protection to -20° F, or lower.

Minimum  
40 PTO hp

Maximum  
65 PTO hp

**TRANSMISSION**

A wet-clutch and synchronized gears with a minimum of 8 forward gears and 2 reverse gears shall be standard on all tractors. 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**

Bias tires shall be provided on all tractors.

**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.



**GENERAL INFORMATION FOR ITEM #1**

**ITEM #1**    **PURCHASE TRACTORS shall meet the attached specification E620E.**

I am bidding (MAKE)\_\_\_\_\_ (MODEL)\_\_\_\_\_

**Tractor Manufacturer's Specifications:**

PTO HP \_\_\_\_\_

NUMBER OF CYLINDERS: \_\_\_\_\_

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

Transmission: \_\_\_\_\_

Front Tire Size: \_\_\_\_\_

Back Tire Size: \_\_\_\_\_

Fuel Capacity in Gallons: \_\_\_\_\_

**Warranty Information -**

**Standard Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Begin Date: \_\_\_\_\_

**Extended Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Begin Date: \_\_\_\_\_

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

**ENGINE**

Liquid cooled diesel. Vertical exhaust mufflers shall have a rain cap or curved exhaust pipe. Engine cooling system shall have anti-freeze protection to -20° F, or lower. An engine block heater shall be standard on all tractors.

Minimum  
66 PTO hp

Maximum  
85 PTO hp

**TRANSMISSION**

A wet-clutch and synchronized gears with a minimum of 8 forward gears and 2 reverse gears shall be standard on all tractors. 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 and front windshield wiper with washer fluid applicator.

**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, (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**

Radial tires shall be provided on all tractors. Tire size shall not exceed 38".

**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.



**GENERAL INFORMATION FOR ITEM #2**

**ITEM #2**      **PURCHASE TRACTORS shall meet the attached specification E630E.**

I am bidding (MAKE)\_\_\_\_\_ (MODEL)\_\_\_\_\_

**Tractor Manufacturer's Specifications:**

PTO HP \_\_\_\_\_

NUMBER OF CYLINDERS: \_\_\_\_\_

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

Transmission: \_\_\_\_\_

Front Tire Size: \_\_\_\_\_

Back Tire Size: \_\_\_\_\_

Fuel Capacity in Gallons: \_\_\_\_\_

**Warranty Information -**

**Standard Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Begin Date: \_\_\_\_\_

**Extended Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Begin Date: \_\_\_\_\_

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

**ENGINE**

Liquid cooled diesel. Vertical exhaust mufflers shall have a rain cap or curved exhaust pipe. Engine cooling system shall have anti-freeze protection to -20° F, or lower. An engine block heater shall be standard on all tractors.

Minimum  
86 PTO hp

Maximum  
145 PTO hp

**TRANSMISSION**

A wet-clutch and synchronized gears with a minimum of 8 forward gears and 2 reverse gears shall be standard on all tractors. 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 and front windshield wiper with washer fluid applicator.

**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**

Radial tires shall be provided on all tractors. Tire size shall not exceed 38”.

**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.



**GENERAL INFORMATION FOR ITEM #3**

**ITEM #3**      **PURCHASE TRACTORS shall meet the attached specification E640E.**

I am bidding (MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

**Tractor Manufacturer's Specifications:**

PTO HP \_\_\_\_\_

NUMBER OF CYLINDERS: \_\_\_\_\_

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

Transmission: \_\_\_\_\_

Front Tire Size: \_\_\_\_\_

Back Tire Size: \_\_\_\_\_

Fuel Capacity in Gallons: \_\_\_\_\_

Engine Oil Capacity: \_\_\_\_\_

Hydraulic Oil Capacity: \_\_\_\_\_

**Warranty Information -**

**Standard Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Begin Date: \_\_\_\_\_

**Extended Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Begin Date: \_\_\_\_\_

## MANUALS, TRAINING & SERVICE REQUIREMENTS/PRICING

### Service & Operator Manuals

- a. One set of service and parts CD's shall be supplied with each individual unit.
- b. Operator manuals must be hard copy and be supplied with each individual unit.

### Technical Service

All vendors shall provide toll free numbers for technical assistance on all components of the items bid. Toll free numbers shall be manned during normal working hours (8 AM to 5 PM).

### Mandatory Training

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

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

### Optional Training

Provide price for the following optional training: **Price per student \$\_\_\_\_\_**

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

- 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

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

### Optional Service:

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

Vendor shall supply all labor and MoDOT shall supply all supplies necessary to perform the first scheduled on-site maintenance.

**DIAGNOSTIC CAPABILITIES:**

In order to minimize down time, MoDOT strongly desires the ability to self-diagnose problems within the tractors that are purchased. Please answer the following questions related to any diagnostic software available for purchase by MoDOT:

Please identify those systems or service codes that your self-diagnostic software tool (that is available for purchase by MoDOT) will identify (Example: hydraulic, electrical, HVAC, etc.):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_
- 11) \_\_\_\_\_
- 12) \_\_\_\_\_
- 13) \_\_\_\_\_
- 14) \_\_\_\_\_
- 15) \_\_\_\_\_

Of those systems/service codes shown above that can be self-diagnosed by MoDOT using your diagnostic software tool, which systems (or service codes) can MoDOT's Equipment Technicians perform repairs on?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Diagnostic Software Tool:**

Diagnostic software, cables, interface, etc.:

**Price per system: \$** \_\_\_\_\_

What hardware/software is included with this Diagnostic Software Tool? Does it work with a laptop or does it have its own screen/monitor?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

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

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

### Preference Certification

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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**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 **purchase tractors** 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 **purchase 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 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 \_\_\_\_\_

**ANTI-COLLUSION STATEMENT**

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

) **SS.**

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

\_\_\_\_\_  
\_\_\_\_\_ 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 \_\_\_\_\_

**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  
Affiant name  
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  
title business name  
empowered to act officially and properly on behalf of this business entity.

• 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

**Preferences**

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

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

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

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

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

**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](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**.