

GENERAL SERVICES - FLEET
830 MoDOT Drive, Jefferson City, MO
65102

REQUEST NO.	3-110714RJ
DATE	June 24, 2011
PAGE NO.	1

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

2:00 pm., Local Time, July 14, 2011

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: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Purchase Tractors

To establish a contract to furnish "purchase tractors" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title:
Is your firm WBE certified? Yes No



MISSOURI DEPARTMENT OF TRANSPORTATION
MINIMUM SPECIFICATIONS E620E

ENGINE

Diesel.	<u>Minimum</u>	<u>Maximum</u>
	40 HP PTO	85 HP PTO

TRANSMISSION

A wet-clutch shall be standard on all tractors.

PTO

A live 540/1000 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 shall also swivel.

BRAKES

Hydraulic, foot pedal 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

2WD shall be standard for all tractors.

HYDRAULICS

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

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

Unless otherwise specified, bias ply 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.



MISSOURI DEPARTMENT OF TRANSPORTATION
MINIMUM SPECIFICATIONS E640E

2WD shall be standard for all tractors.

ENGINE

Diesel.	<u>Minimum</u>	<u>Maximum</u>
	95 HP PTO	125 HP PTO

TRANSMISSION

A wet-clutch shall be standard on all tractors.

PTO

A live 540/1000 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 shall also swivel.

BRAKES

Hydraulic, foot pedal operated individually or latched together and operated simultaneously.

THREE POINT HITCH

Category II hitch with factory installed 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

All units shall have mechanical front wheel assist.

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

Unless otherwise specified, bias ply tires shall be provided on all tractors.

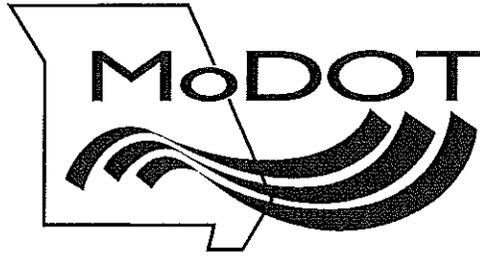
COLOR

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.

Missouri
Department
of Transportation



Kevin Keith, Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, MO 65102
(573) 751-2551
Fax (573) 751-6555
www.modot.org

June 27, 2011

Addendum to Bid Request 3-110714RJ – Purchase Tractors
Addendum 3-110714RJ-01

Line Item #3 (Page 9) has been removed from the bid document as it is the same as Item #2.
Page numbers have been renumbered accordingly.

Attached is the revised RFB document that reflects the change indicated above. **Please make sure you have the correct documents when submitting your bid on July 14, 2011.** If you have any questions about this amendment, please feel free to contact me at 573-526-2744.

Sincerely,

Reva Jones
Senior General Services Specialist

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 The purpose of this Request For Bid (RFB) is to solicit competitive sealed bids from bidders to provide purchase tractors for the locations in Missouri (listed on page 11) in accordance with the requirements stated herein. Each bid must be mailed in a sealed envelope to the RFB Coordinator indicated below. Bids can also be hand-delivered in a sealed envelope to the RFB Coordinator. All questions regarding the RFB shall be submitted to Reva Jones. Bids must be returned no later than 02:00 p.m., CDT, July 14, 2011.

RFB Coordinator

Ms. Reva Jones, Senior General Services Specialist
Missouri Department of Transportation
General Services, Fleet Unit
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Phone: 573-526-2744
Fax: 573-526-1218
E-mail: reva.jones@modot.mo.gov

1.2 General Information:

1.2.1 Organization – This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Sheet(s)

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide purchase tractors on an as needed, if needed basis for the locations in Missouri (listed on page 11), in accordance with the provisions and requirements stated herein.
- 2.1.2 MoDOT does not guarantee how many units will be ordered.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

2.2 Specific Requirements:

- 2.2.1 **Required Specifications** – All equipment bid upon must comply with the attached MoDOT Specifications #E620E 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.

2.4 Other Contractual Requirements:

- 2.4.1 **Contract Period** - The contract shall commence from the date of award until June 30, 2012 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
 - a. The final expiration date of the contract is 06/30/2015.
- 2.4.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the price for the applicable renewal period stated herein.
 - a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.4.3 **Escalation Clause** - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.5 Additional Notifications:

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

2.5.2 **Equipment Trade-In Allowance:** If equipment trade-ins are available, the trade-in(s) must be negotiated between central office, the district, and the 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 trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal. The districts should actively seek current fair market value when trading equipment and must keep accurate records verifying the process.

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:	For District Use Only
Less Trade-In (Deduct): \$	
Net Purchase Price: \$	

2.5.3 Equipment Refurbishments:

a) 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.

BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "3-110714RJ – Purchase Tractors".

- a. Product information, brochures, etc. should be sent electronically to the buyer's e-mail address provided on page 1 of the document.

3.1.2 All bids must be received at the following address no later than July 14, 2011 at 2:00 p.m., CST.

Missouri Department of Transportation
Fleet Division
Attn: Reva Jones
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his 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 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 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** – 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 purchase tractors. This bid will not be awarded solely based on low price per delivery destination. You should indicate on the bid sheets which Districts you would like to provide services to in order for your bid to be considered. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.
- 3.1.6 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the MoDOT and as indicated in the Terms and Conditions.

Pricing Pages

ITEM # 1 PURCHASE tractors shall meet the attached specification E620E.

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

NET DELIVERED PRICE to any of the locations specified on page 11.

PURCHASE

Outright Purchase Price \$ _____

OPTIONS

- Option 1a: Cab and AC \$ _____
- Option 1b: Low center of gravity \$ _____
- Option 1c: 4WD (Front wheel assist) \$ _____
- Option 1d: Front Weights (per 100 lbs) \$ _____
- Option 1e: Rear Weights \$ _____
- Option 1f: Front Fender Option- 4WD Only \$ _____
- Option 1g: Front replacement tires \$ _____
- Option 1h: Rear replacement tires \$ _____
- Option 1i: 3rd hydraulic valve \$ _____

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

Please indicate with an 'X' the locations (see page 11) for which you are bidding.

Refer to Attachment G to see the counties within each district. (*Bidders are responsible for servicing all counties within the district(s) selected.*)

Northwest District _____ Northeast District _____ Kansas City District _____

Central District _____ St. Louis District _____ Southwest District _____ Southeast District _____

All Districts _____

Please submit a complete parts and options list with detailed pricing information for each tractor your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all tractor options available in your data book or pricing guides.

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

ITEM # 2 PURCHASE tractors shall meet the attached specification E640E.

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

NET DELIVERED PRICE to any of the locations specified on page 11.

PURCHASE

Outright Purchase Price \$ _____

OPTIONS

- Option 2a: Cab and AC \$ _____
- Option 2b: 4WD (Front wheel assist) \$ _____
- Option 2c: Front Weights (per 100 lbs) \$ _____
- Option 2d: Rear Weights (per 100 lbs) \$ _____
- Option 2e: Loader w/bucket \$ _____
- Option 2f: Loader prep pkg. (includes joystick w/ no loader brackets) \$ _____
- Option 2g: Front Fender Option \$ _____
- Option 2h: Front replacement tires \$ _____
- Option 2i: Rear replacement tires \$ _____
- Option 2j: Front and rear windshield wiper and washer fluid \$ _____

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

Please indicate with an 'X' the locations (see page 11) for which you are bidding.

Refer to Attachment G to see the counties within each district. (Bidders are responsible for servicing all counties within the district(s) selected.)

Northwest District _____ Northeast District _____ Kansas City District _____

Central District _____ St. Louis District _____ Southwest District _____ Southeast District _____

All Districts _____

Please submit a complete parts and options list with detailed pricing information for each tractor your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all tractor options available in your data book or pricing guides.

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

Manuals

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

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).

Optional Service:

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

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

Training

For each unit sold, MoDOT shall have the minimum mandatory training supplied as outlined below.

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

Optional 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. Training content shall be tailored to cover the specific units sold.

12-hour basic operation and diagnostics Price per student: \$ _____

8 hours Electronic Operation and Diagnostics

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

4 hours Hydraulic & Transmission Mechanical Diagnostic

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

Optional software

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

Required Vehicle Specifications

Engine Size in Liters: _____
Transmission Size: _____
Tire Size 1: _____
Tire Size 2: _____
GVWR: _____
Fuel Type: _____
Fuel Capacity 1: _____
Fuel Capacity 2: _____
Drive Train: _____
Oil Capacity: _____
Air Conditioning: _____
Cruise Control: _____

Warranty Information -

Standard Warranty: _____

Begin Date: _____

Extended Warranty: _____

Begin Date: _____

All prices must include completed delivery to any of the below listed destinations in Missouri.

St. Joseph

Macon

Hannibal

Kansas City

Jefferson City

St. Louis

Joplin

Springfield

Willow Springs

Sikeston

Exhibit A

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 B

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Exhibit C

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you must complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are not manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Exhibit D
,
Cooperative Procurement

The Department 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 this Department.

It is understood the Department 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 tractor meeting the Department 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 Department 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 _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

Exhibit E

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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

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

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

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name, (Please Print)	Service-Disabled Veteran Business Name
<i>Service-Disabled Veteran's Signature</i>	Missouri Address of Service-Disabled Veteran Business

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
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>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>		<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

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> 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
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <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.

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.

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**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

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 \$100.00 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.