

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

REQUEST NO.	<b>3-140916KH</b>
DATE	September 8, 2014

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

**2:00 pm., Local Time, September 16, 2014**

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

Dealership Location

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Kristi Hixson

**BUYER TELEPHONE:** 573-526-1975

**BUYER EMAIL:**

Kristi.Hixson@modot.mo.gov

**USED TANDEM DUMP TRUCK(S)**

This Request For Bid seeks bids from qualified organizations to provide used tandem dump truck(s) in accordance with the following pages. MoDOT will receive bids at the following mailing address: **P.O. Box 270, Jefferson City, MO 65102** (attention of buyer) 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., September 16, 2014. Bid forms and information may be obtained by contacting Kristi Hixson at 573-526-1975 or e-mail at [Kristi.Hixson@modot.mo.gov](mailto:Kristi.Hixson@modot.mo.gov)

**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.

**(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

## INTRODUCTION AND GENERAL INFORMATION

### INTRODUCTION:

The purpose of this Request for Bid (RFB) is to solicit competitive sealed bids from bidders to provide **Used Tandem Dump Truck(s)** 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 Kristi Hixson. Bids must be returned no later than **September 16, 2014 at 2:00 p.m., CDT** in a sealed envelope clearly marked “3-140916KH Used Tandem Dump Truck(s)”.

### RFB Coordinator:

**Kristi Hixson, Senior General Services Specialist**

#### MAILING ADDRESS:

Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Kristi Hixson

#### PHYSICAL ADDRESS:

Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109  
Attn: Kristi Hixson

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

**PHONE: 573-526-1975**

**BID INFORMATION:** The purpose of this document is to solicit competitive sealed bids from bidders for the purchase of **Used Tandem Dump Truck(s)** in accordance with the requirements stated herein.

The vendor shall demonstrate to the District prior to acceptance by the District that the equipment complies fully with the minimum specifications. District shall have the right to inspect and test unit prior to acceptance.

**FIRM PRICE** - The unit shall be complete and ready for use. Unless otherwise specified in the bid, all prices quoted by the bidder must include any and all handling, surcharges or other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.

**BID AWARD CRITERIA** - Award of bid will be based on **ITEM #1 only**, using the “lowest and best” principles. Criteria used to determine the “lowest and best” bid are based on price, condition, miles and locations of servicing dealers. This bid will not be awarded solely based on low price.

## PRICING PAGE - ITEM #1 BID

**Item # 1 Used Tandem Dump Truck(s)**, meeting or exceeding the specifications listed below.

**If submitting bid for multiple units, attach a separate pricing page for each unit.**

### **Required Bid Documentation:**

- Vendors should include with their bid response the technical specifications and printed pictures or electronic copy of pictures on a flash drive of all exterior angles, interior and under the hood of the unit.
- Detailed unit repair and maintenance history
- Servicing dealer list with address and phone numbers
- Vendor Information & Preference Certification Form
- Anti-Collusion Statement

### **Minimum specifications:**

The intent of this specification is to secure used heavy duty dump truck(s) designed to plow snow. The following are specifications required in this request:

- Model year 2013 or newer
- Maximum 10,000 miles
- Engine horsepower 400-430, 1450 lb-ft torque minimum
- 13 speed double overdrive manual transmission
- Axles: 20,000 lb. front axle - 40,000 lb. rear axle
- 46,000 lb. HMX rear suspension
- Tires: 425/65R22.5 front tires - 11R22.5 rear tires
- Frame: Single frame rails w/ outer "C" channel reinforcement – Minimum 3.580,000 RBM and 120,000 PSI yield
- Conventional cab w/ air conditioning
- Paint color: School Bus Yellow or equal, base coat clear coat paint on dump body
- Heated Bendix air dryer
- Type 24 front brake chambers
- Type 30/30 spring brake, long stroke rear brake chambers on both drive axles
- ABS air trailer brake lines to rear of truck and 7-pole light plug
- Tilting and telescoping steering column
- 2 way radio wiring in center header console in cab
- Stationary chrome grill with bug screen
- Minimum 1500 watt block heater
- Air cab suspension
- Minimum 5 year 100,000 mile 5000 hour warranty for major engine components
- 14' Western Style cross-member less style dump body – 12 cubic yard capacity
- ¾" plate mounted receiver w/ 4" stake – Premier 100 NS pintle hook and safety chain loops
- Quixote pavement temp sensor
- Automatic tire chains
- Aero 550 air tarp with air motor

- Parallel lift slide style front plow hitch w/ double acting lift
- Whelen 2014 DOT3404D light package with three rear light boxes installed or equal
- Hydraulic System: Crankshaft driven Sauer Danfoss 90cc variable displacement load sensing pump. PVG 32 sectional control valves. Manifold valve controlling spreader & pre-wet functions with direct acting electric cartridges. Mounted in a stainless steel enclosure. Stainless steel hydraulic oil reservoir.
- Hydraulic Control and Spreader System: Certified Power Freedom XDS CAN bus system with electric joysticks

**MAKE/MODEL:** \_\_\_\_\_

**MODEL YEAR:** \_\_\_\_\_ **MILES:** \_\_\_\_\_ **UNIT PRICE:** \$ \_\_\_\_\_

**GENERAL DESCRIPTION (to include any extras that were not standard equipment):**

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**Additional Installed Options:**

- Stainless steel frame mounted toolbox \$ \_\_\_\_\_
- 12' front plow assembly \$ \_\_\_\_\_
- 15' 201 stainless steel conveyer spreader \$ \_\_\_\_\_  
w/screens and two 135 gallon poly tanks

**Bidder must honor quoted prices for 14 calendar days. If longer, the bidder agrees to honor quoted prices for \_\_\_\_\_ calendar days.**

**Delivery must be made within 30 days after receipt of order.**

**Dealership Location Address of Unit:** \_\_\_\_\_

**Warranty Information:**

**Standard Warranty:** Is there remaining warranty coverage on the unit? What does it cover?

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**Extended Warranty:** Is an extended warranty available?

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**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 **Addresses of Missouri Offices or Places of Business.***

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

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

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

**Preference Certification**

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

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**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 \_\_\_\_\_

Missouri Highways and Transportation Commission  
Standard Bid/Proposal 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/Proposal 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.

**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.