

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 18

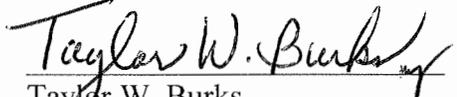
In the County Commission of said county, on the 20th day of March 20 18  
the following, among other proceedings, were had, viz:

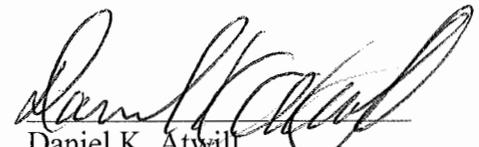
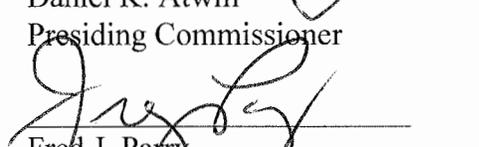
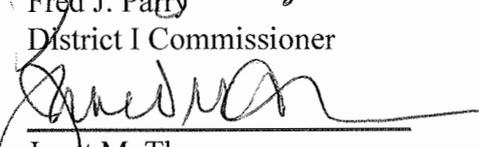
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to C215080010 – Photocopiers with Maintenance for the Prosecuting Attorney.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One – Photocopiers with Maintenance for the Prosecuting Attorney.

Done this 20th day of March, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

143-2018

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: February 21, 2018  
RE: Amendment Number One – C215080010 - Copier

Contract *C215080010 - Copier* was approved by commission for award to Image Technologies on February 15, 2018, commission order 482-2018. This amendment approves substituting the more current model of copier and paper feed cabinet for the same cost.

Invoices will be paid from department 1263 – IV-D, account 92300 – Replacement Office Equipment.

cc: Stacey VanHoosen, IV-D  
Contract File

**CONTRACT AMENDMENT NUMBER ONE  
FOR  
PHOTOCOPIERS WITH MAINTENANCE  
FOR PROSECUTING ATTORNEY - IV-D CHILD SUPPORT ENFORCEMENT**

The Agreement **C215080010** dated the 15<sup>th</sup> day of February 2018 made by and between Boone County, Missouri and **Sumner Group, Inc., d/b/a Image Technologies of Missouri** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. REPLACE the Konica Minolta bizhub 454e copier with the Konica Minolta bizhub 458e. Pricing remains \$3,947.49.
2. REPLACE the PC-210 2-Way Paper Feed Cabinet with the PC215 2-Way Paper Feed Cabinet. Pricing remains \$833.70.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**SUMNER GROUP, INC.  
D/B/A IMAGE TECHNOLOGIES OF MISSOURI**

By: 

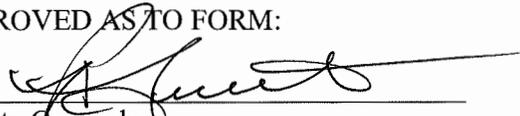
Title: District Manager

**BOONE COUNTY, MISSOURI**

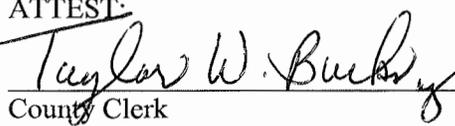
By: Boone County Commission

  
Daniel K. Atwill, Presiding Commissioner

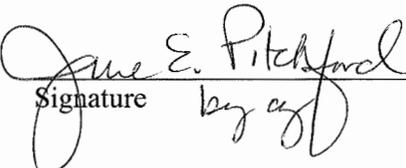
APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

  
Signature *by ass*

3/12/18  
Date

1263/92000  
No Encumbrance Reserved  
Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 18

County of Boone

} ca.

In the County Commission of said county, on the 20th day of March 20 18

the following, among other proceedings, were had, viz:

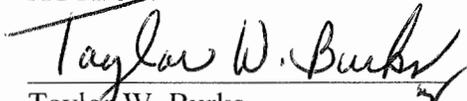
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-150930RW to purchase two (2) Henderson RSP 10' x 42" RSP PARA Trip Edge Plows form Henderson Products, Inc. and dispose of the following surplus by sale:

- 2002 Henke 36R 10' Snow Plow, Asset Tags 13554
- 1988 Henke 36R 10' Snow Plow, Asset Tag 17510

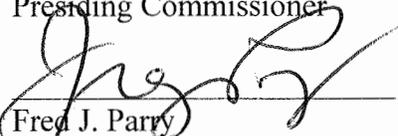
The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal forms.

Done this 20th day of March, 2018

ATTEST:

  
 Taylor W. Burks  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Fred J. Parry  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 02/16/2018

Fixed Asset Tag Number: 17510

Description of Asset: 1988 Henke 36R 10 Snow Plow

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.): SN: 3749

Condition of Asset: Fair

Reason for Disposition: Planned replacement, unit is at end of useful lifecycle.

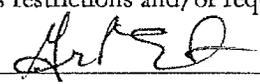
Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding?     YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?     YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds \_\_\_\_\_

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

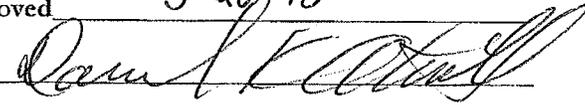
Individual \_\_\_\_\_

\_\_\_\_\_ Trade      \_\_\_\_\_ Auction      \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other      Explain \_\_\_\_\_

Commission Order Number 144-2018

Date Approved 3-20-18

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 02/16/2018

Fixed Asset Tag Number: 13554

Description of Asset: 2002 Henke 36R 10 Snow Plow

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): SN: 4922

Condition of Asset: Fair

Reason for Disposition: Planned replacement, unit is at end of useful lifecycle.

Location of Asset and Desired Date for Removal to Storage: NA

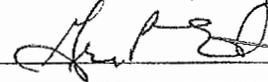
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds \_\_\_\_\_

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

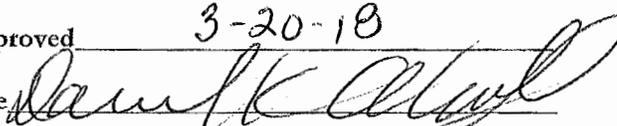
Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 144-2018

Date Approved 3-20-18

Signature 

144-2018

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: March 8, 2018  
RE: Cooperative Contract: MODOT Contract #3-150930RW – Snowplows

Public Works requests permission to utilize the MODOT cooperative contract 3-150930RW Snowplows to purchase two (2) Henderson RSP 10FT X 42" RSP PARA Trip Edge Plow from Henderson Products, Inc.

Cost of the purchase is \$15,640.00 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Equipment.

This is a replacement purchase and the 2018 budgeted amount was \$15,900.00. Budgeted sale value is \$1,000.00, yielding a net cost of \$14,900.00.

The contract price is \$15,640.00 less the sale price of \$1,000.00 yielding a net cost of \$14,640.00

The Purchasing department requests permission dispose of the following surplus by sale:  
2002 Henke 36R 10 Snow Plow with **fixed asset tag 13554**  
1988 Henke 36R 10 Snow Plow with **fixed asset tag 17510**

cc: Greg Edington, PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
HENDERSON RSP-PARA-12X42 SNOW PLOW**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of March 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Henderson Products, Inc., Local Dealer Henderson Truck Equipment-Missouri, located in Fulton Missouri**, herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for two (2) **Henderson RSP 10FT X 42" Full Moldboard Trip ILO 12FT X 42" RSP PARA Trip Edge Plow from Henderson Products, Inc.** quoted 2/12/18, the **MODOT Contract Bid #3-150930RW** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the **MODOT Contract Bid #3-150930RW** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) Henderson RSP 10FT X 42" Full Moldboard Trip ILO 12FT X 42" RSP PARA Trip Edge Plow as follows:

<b>Henderson RSP 10FT X 42" Full Moldboard Trip Plow</b>	<u><b>Unit Price</b></u>
<ul style="list-style-type: none"> <li>• Henderson RSP Snowplow 10FTx42" Full Moldboard Trip with two (2) Adjustable External Compression Strings</li> <li>• 42" 10 Gauge Grade 50 Steel Integral Moldboard</li> <li>• Plow to ship less Cutting Edge</li> <li>• 10FT Length</li> <li>• Full Width Push Frame with Top Mounted Cylinders &amp; Cushion Valve</li> <li>• Rubber Deflector 12" with Stainless Steel Backer</li> <li>• Orange Plastic Side Markers 36"</li> <li>• Adjustable Screw Parking jack</li> <li>• Plow Side Hitch to Match Henke Quick Hitch on Existing Trucks</li> </ul>	<b>\$10,159.00</b>
<b>Discount per Unit</b>	<b>\$ 2,339.00</b>
<b>Total One (1) Unit</b>	<b>\$ 7,820.00</b>
 <b>Total Two (2) Units</b>	 <b>\$15,640.00</b>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90-150 days after receipt of order. All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing. Delivering Dealer – Henderson Truck Equipment-Missouri will contact Boone County Public Works to schedule delivery to by calling 573-449-8515. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**HENDERSON PRODUCTS, INC.**

By Timothy L Bruegger

Title Regional Sales Rep MO

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Taylor W. Burksey  
County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jane E. Pickford  
Signature

3/9/18  
Date

2040-92300 - \$ 15,640.00

Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Henderson Truck Equipment-Missouri  
400 W. St. Eunice Rd  
Fulton MO 65251

Office: 573-590-1467

## Quote

Date: 2/12/18  
To: Boone County Public Works  
By: Tim Bruemmer  
Re: Henderson MODOT Contract Bid #3-150930RW Snowplows

---

Henderson Truck Equipment-Fulton MO is pleased to quote the following equipment:

**MODOT Contract #3-150930RW Henderson RSP PARA-12' x 42" Delivered Price** \$10,159.00  
RSP 10FT x 42" Full Moldboard Trip ILO 12FT x 42" RSP PARA Trip Edge Plow  
Plow Side Hitch to Match Existing Truck Side Henke Hitch ILO MODOT Hitch Deduct \$2,339.00

Henderson RSP Snowplow 10FT x 42" Full Moldboard Trip with (2) Adjustable External Compression Strings  
42" 10 Gauge Grade 50 Steel Integral Moldboard  
Plow to ship less Cutting Edge  
10FT Length  
Full Width Push Frame with Top Mounted Cylinders & Cushion Valve  
Rubber Deflector 12" with Stainless Steel Backer  
Orange Plastic Side Markers 36"  
Adjustable Screw Parking Jack  
Plow Side Hitch to Match Henke Quick Hitch On Existing Trucks

2 Plows Delivered to Boone County Public Works for Boone County to Install  
Address  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

---

Price per Unit:	\$7,820.00
Number of Units	2
Extended Price	\$15,640.00
FET Tax	\$0.00
Total Quote Price	\$15,640.00

**Please note the following regarding installation quotes:**

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.



**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*  
*Bid Tab Posting Date: October 8, 2015*

**2nd Renewal Pricing - October 1, 2017 thru September 30, 2018**

<b>Company</b>	<b>Amount</b>	<b>Make/Model</b>	<b>Delivery Days ARO</b>
<b>Item 2 Conventional Front Snowplow w/Two Stage</b>			
<b>Viking-Cives Midwest</b>	\$12,955.00 Installed	Viking PR28R12 TE ST	12' 75
	\$12,850.00 Delivered		75
	\$13,885.00 Installed	Viking PR28R14 TE ST	14' 75
	\$13,780.00 Delivered		75
	\$13,155.00 Installed	Viking PR39R12 TE ST	12' 75
	\$13,050.00 Delivered		75
	\$14,185.00 Installed	Viking PR39R14 TE ST	14' 75
	\$14,080.00 Delivered		75

<b>Item 3 Conventional Front Snowplow w/Scarifier and Squeegee</b>			
<b>Henderson Products</b>	\$15,366.00 Installed	Henderson RSP-SQUEEGEE-12X48	12' 120-180
	\$13,124.00 Delivered		90-150

<b>Item 4 Rear Mount Wing Plow</b>			
<b>Viking-Cives Midwest</b>	\$13,600.00 Installed***	Viking VCMAHWRM 10, 11, 12	LH 75
	\$13,460.00 Installed***		RH 75
	\$12,600.00 Delivered	Viking VCMAHWRM 10, 11, 12	LH 75
	\$12,500.00 Delivered		RH 75
<i>***Deduct \$2,100 if valves and controls are already available</i>			
<b>Henderson Products</b>	\$20,398.00 Installed	Henderson-HWS-Rear-MM-11foot	LH 120-180
	\$20,398.00 Installed		RH 120-180
	\$7,410.00 Delivered	Henderson-HWS-Rear-MM-11foot	LH 90-150
	\$7,410.00 Delivered		RH 90-150

**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*  
*Bid Tab Posting Date: October 8, 2015*

**2nd Renewal Pricing - October 1, 2017 thru September 30, 2018**

<i>Company</i>	<i>Amount</i>	<i>Make/Model</i>	<i>Delivery Days ARO</i>
<b>Item 5 Underbody Scraper w/Spring-Tooth Cutting Edge</b>			
<i>Viking-Cives Midwest</i>	\$13,100.00 Installed	Viking PRUBST-10	75
	\$11,500.00 Delivered		75
<b><i>Henderson Products - Bid item does not meet spec</i></b>			

<b>Item 6 Fixed Angle Spring Tooth Underbody</b>			
<i>Viking-Cives Midwest</i>	\$8,600.00 Installed	VCL UB11 FL	75
	\$8,100.00 Delivered		75
<b><i>Henderson Products - Bid item does not meet spec</i></b>			

<b>Item 7 Folding V Plow with Push Frame and Swivel</b>			
<i>Viking-Cives Midwest</i>			

<b>Item 8 Folding V Plow with Parallel Lift</b>			
<i>Viking-Cives Midwest</i>			

2nd Renewal Pricing - October 1, 2017 thru September 30, 2018

**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*  
*Bid Tab Posting Date: October 8, 2015*

<i>Company</i>	<i>Amount</i>	<i>Make/Model</i>	<i>Delivery Days ARO</i>
<b>Item 9</b>	<b>Manufacturer's Standard Model Postless Mid-Mount Wing</b>		
<b>Viking-Cives Midwest</b>	\$14,698.00 Installed	Henke PPW-10, 11, 12 MM RL HT	LH 120
	\$13,210.00 Installed		RH 120
	\$14,698.00 Delivered	Henke PPW-10, 11, 12 MM RL HT	LH 120
	\$13,210.00 Delivered		RH 120
<b>Henderson Products</b>	\$20,121.00 Installed	Henderson-HWS-SmartLink-MM-10ft	LH 120-180
	\$20,121.00 Installed		RH 120-180
	\$7,159.00 Delivered	Henderson-HWS-SmartLink-MM-10ft	LH 90-150
	\$7,159.00 Delivered		RH 90-150

Missouri Department of Transportation  
David B. Nichols, Director

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

**ADDENDUM 001**  
**REQUEST FOR BID**  
**Snowplows**  
**RFB 3-150930RW**

Bidders should acknowledge receipt of Addendum 001 (ONE) by signing and including it with the original bid. The due date for receipt of bids **is not changed by this Addendum and remains at September 30, 2015 by 2:00 pm Central Time**. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority  Robin Warren Sr. General Services Specialist
Bidder/Offeror Signature  <hr/> (Signature of person authorized to sign)	Department of Transportation  <i>Robin Warren</i> <hr/> (Authorizing Signature)
Date Signed:	Date Signed: September 25, 2015

Updates were made to the pricing page specifications. Attached is a complete updated bid document.



*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES - PROCUREMENT  
PO Box 270  
Jefferson City, MO 65102

REQUEST NO.	3-150930RW
DATE	September 17, 2015

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

**2:00 pm., Central Time, September 30, 2015**

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

830 MoDOT Drive, Jefferson City, MO 65109

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Robin Warren  
**BUYER EMAIL:**  
[Robin.Warren@modot.mo.gov](mailto:Robin.Warren@modot.mo.gov)

**BUYER TELEPHONE:** 573-526-7929

**EQUIPMENT**

**SNOWPLOWS**

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

*It is the responsibility of the Bidder to check the website for any and all addendums.*

(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.: \_\_\_\_\_  
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

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

This Request for Bid (RFB) seeks bids from qualified bidders to provide snowplows that comply with the requirements identified in Section 2 SCOPE OF WORK of this RFB for the Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope per Section 3 BID SUBMISSION. **Bids must be returned no later than 2:00 p.m., Central Time, September 30, 2015.**

#### **RFB COORDINATOR:**

**Robin Warren**  
**Sr. General Services Specialist**  
**Missouri Department of Transportation**

**Phone:** 573-526-7929  
**E-mail:** [Robin.Warren@modot.mo.gov](mailto:Robin.Warren@modot.mo.gov)

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The Bidder shall provide snowplows in accordance with the provisions and requirements stated herein and at the sole satisfaction of MoDOT.
- 2.1.2 Unless otherwise specified herein, the Bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the snowplows required herein.
- 2.1.3 Orders will be placed on an as needed, if needed basis, with no guarantee of quantity ordered.

### 2.2 Specification Requirements:

It shall be the Bidder's responsibility to meet all requirements as indicated in the specifications included on the pricing pages, along with any other provisions outlined in this solicitation document.

### 2.3 Delivery Requirements:

- 2.3.1 Unless otherwise specified on the purchase order, 24 hours advance notice of each delivery is required. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday.
- 2.3.2 Delivery shall be made to the following MoDOT locations:
  - a. St. Joseph, Missouri 64502
  - b. Macon, Missouri 63552
  - c. Hannibal, Missouri 63401
  - d. Lee's Summit, Missouri 64064-8002
  - e. Jefferson City, Missouri 65102
  - f. Chesterfield, Missouri 63017-5712
  - g. Joplin, Missouri 64802
  - h. Springfield, Missouri 65801
  - i. Willow Springs, Missouri 65793
  - j. Sikeston, Missouri 63801
  - k. Other locations as may be required

### 2.4 Invoicing and Payment Requirements:

- 2.4.1 An itemized invoice shall be submitted to the applicable requesting address upon completion of delivery.
- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever.
- 2.4.5 MoDOT shall not make any advance deposits.

2.4.6 MoDOT assumes no obligation for equipment shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the Bidder's expense.

2.4.7 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

**2.5 Other Contractual Requirements:**

2.5.1 Contract Period - The contract period shall commence from the date of award notification until September 30, 2016, with up to three (3) one-year renewal option periods, or any portion therein.

2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.5.3 Escalation Clause - In the event the Bidder requests a price increase during either the original award period or any renewal period, a written request and documentation justifying the need for a price increase, and the amount of such price increase must be provided. MoDOT will review the written request and documentation, and decide if a price increase is to be granted at that particular time. The vendor shall understand and agree that MoDOT's decision shall be final and without recourse.

a. No price increase shall be granted during the first 3 months of the original award period, or if applicable, the first 3 months of a renewal period.

2.5.4 Inspection and Acceptance - MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate point, or at a destination which shall be at the discretion of MoDOT.

a. No snowplow received by MoDOT shall be deemed accepted until MoDOT has had reasonable opportunity to do an inspection.

b. Snowplows which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, snowplows which are discovered to be defective or which do not conform to any warranty of the vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. MoDOT reserves the right to return any such rejected snowplow at the Bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. MoDOT's right to reject any unacceptable snowplow shall not exclude any other legal or equitable remedies MoDOT may have.

2.5.5 Warranty – A copy of standard warranty coverage information should be included with bid response.

2.5.6 Service and Operator Manuals – A hard copy operator manual and one (1) set of service and parts manuals (CD or hard copy) shall be supplied at the time of delivery.

2.5.9 Training:

a. Training shall be included in the unit price and shall take place at each district where equipment is delivered or at an offsite location at the Bidder's expense.

b. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance.



4. PRICING AND SPECIFICATION PAGES

4.1 Pricing:

The Bidder shall provide firm, fixed pricing for the original contract period for providing the equipment in accordance with the provisions and requirements of this RFB. All costs associated with providing the required equipment shall be included in the pricing, **NET DELIVERED PRICE** to any location in the State of Missouri.

**Item # 1 Manufacturer's standard model Parallel Lift/Down Pressure Front Snowplow w/Trip Edge**, meeting the specification below:

Conventional snowplow with fixed moldboard and spring loaded trip cutting edge, and 3/8" thick poly moldboard sheet capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Plow shall have a parallel linkage style lift mechanism. All hydraulic components that will remain on the plow shall be included, including lift cylinder, reversing cylinders, hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8 male-female. Provide pricing for 12' and 14' models with a minimum of 28" height and maximum 42" height.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

**Delivery will be made** \_\_\_\_\_ **days after receipt of order.**

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item #1a Front hitch** (DIN style with lever actuated pins) for **Item 1** to mount on front of dump truck, including two (2) bolt on 12" structural channel 30 lb/ft bumper ends to cover entire width of truck. The Din plate hitch and bumpers must be capable of withstanding use on a 58,000 GVW high horsepower truck. Flat plate design in center of hitch may count as part of the bumper. Must be complete package for installation and operation of the plow including: minimum of 1/2" thick custom cheek plates, rocker angles, eight (8) 3/4" Grade 8 flange bolts, eight (8) 5/8" Grade 8 flange bolts in the appropriate length with steel top lock nuts and all necessary items for installation.

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made \_\_\_\_\_ days after receipt of order.*

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 2 Conventional Front Snow Plow w/Two-Stage**, meeting the specification below:

Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. Provide pricing for 12' and 14' length and 28" high speed design moldboard and 39" standard moldboard.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

**Delivery will be made** \_\_\_\_\_ **days after receipt of order.**

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 3 Conventional Front Snow Plow w/Scarifier and Squeegee**, meeting the specification below:

Conventional snowplow with scarifier and squeegee, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Scarifier and squeegee shall be capable of being deployed/retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of scarifier and squeegee shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. Provide pricing for 12' and 14' models.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made* \_\_\_\_\_ *days after receipt of order.*

*Company Name* \_\_\_\_\_

*Signature* \_\_\_\_\_

**Item # 4 Rear Mounted Wing Plow**, meeting the specification below:

Rear mounted three function wing plow, with 10-12 foot moldboard, capable of withstanding use on a 58,000GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function, and in and out function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. *Hydraulic valves, plumbing and controls to make the wing attachment fully operational must be included on "Installed on Truck" pricing.*

MAKE/MODEL \_\_\_\_\_

**LH Wing** - EACH \$ \_\_\_\_\_ (Installed on Truck)

**RH Wing** - EACH \$ \_\_\_\_\_ (Installed on Truck)

**LH Wing** - EACH \$ \_\_\_\_\_ (Delivered)

**RH Wing** - EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made* \_\_\_\_\_ *days after receipt of order.*

**Item # 5 Underbody Scraper w/Spring-Tooth Cutting Edge**, meeting the specification below:

Reversible style underbody scraper with a spring-tooth design cutting edge/moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right, as well as raise and lower. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers mounted in the frame of the truck above the scraper. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. *Hydraulic valves, plumbing and controls to make the scraper attachment fully operational must be included on "Installed on Truck" pricing.*

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made* \_\_\_\_\_ *days after receipt of order.*

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 6 Fixed Angel Spring Tooth Underbody** meeting the specification below:

To include single cylinder hydraulic actuation with all parts required for installation and operation.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made* \_\_\_\_\_ *days after receipt of order.*

*Company Name* \_\_\_\_\_

*Signature* \_\_\_\_\_

**Item # 7 Folding V Plow with Push Frame and Swivel** to attach to MoDOT drop bar hitch in 12' and 14' lengths, meeting the specification below:

Power reverse folding V plow with 41" moldboard height, two cylinder power reverse, level lift and hydraulic moldboard pitch adjustment, compression style safety trip edge. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. *Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.*

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

***Delivery will be made*** \_\_\_\_\_ ***days after receipt of order.***

***Company Name*** \_\_\_\_\_

***Signature*** \_\_\_\_\_

**Item # 8 Folding V Plow with Parallel Lift** to attach to flat plate DIN hitch in 12' and 14' lengths, meeting the specification below:

Power reverse folding V plow with 41" moldboard height, two cylinder power reverse, parallel lift and hydraulic moldboard pitch adjustment, compression style safety trip edge. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. *Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.*

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

***Delivery will be made \_\_\_\_\_ days after receipt of order.***

***Company Name*** \_\_\_\_\_

***Signature*** \_\_\_\_\_

**Item # 9 Manufacturer's Standard Model Postless Mid-Mount Wing**, meeting the specification below:

Mid-mounted double function postless wing plow with 10', 11' or 12' moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. *Hydraulic valves, plumbing and controls to make the wing attachment fully operational must be included for Installed on Truck pricing.*

MAKE/MODEL \_\_\_\_\_

LH Wing - EACH \$ \_\_\_\_\_ (Installed on Truck)

RH Wing - EACH \$ \_\_\_\_\_ (Installed on Truck)

LH Wing - EACH \$ \_\_\_\_\_ (Delivered)

RH Wing - EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made* \_\_\_\_\_ *days after receipt of order.*

*Company Name* \_\_\_\_\_

*Signature* \_\_\_\_\_

**NOTE:** *Three function wing and folding V plow will require an additional output module if not already on the truck*



## 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>Addresses of Missouri Offices or Places of Business.</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 percentages for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table>		<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>								
If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>										

### 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>Location Products are Manufactured or Produced.</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

**COOPERATIVE AGREEMENT NOTICE**

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer *snowplows* 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 *snowplows* 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 \_\_\_\_\_

*Bidder should complete the appropriate sections of form and submit with bid.*

**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**

**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.

**Official Holidays**

- a. The following days shall be construed as **official holidays** under the terms of the contract:

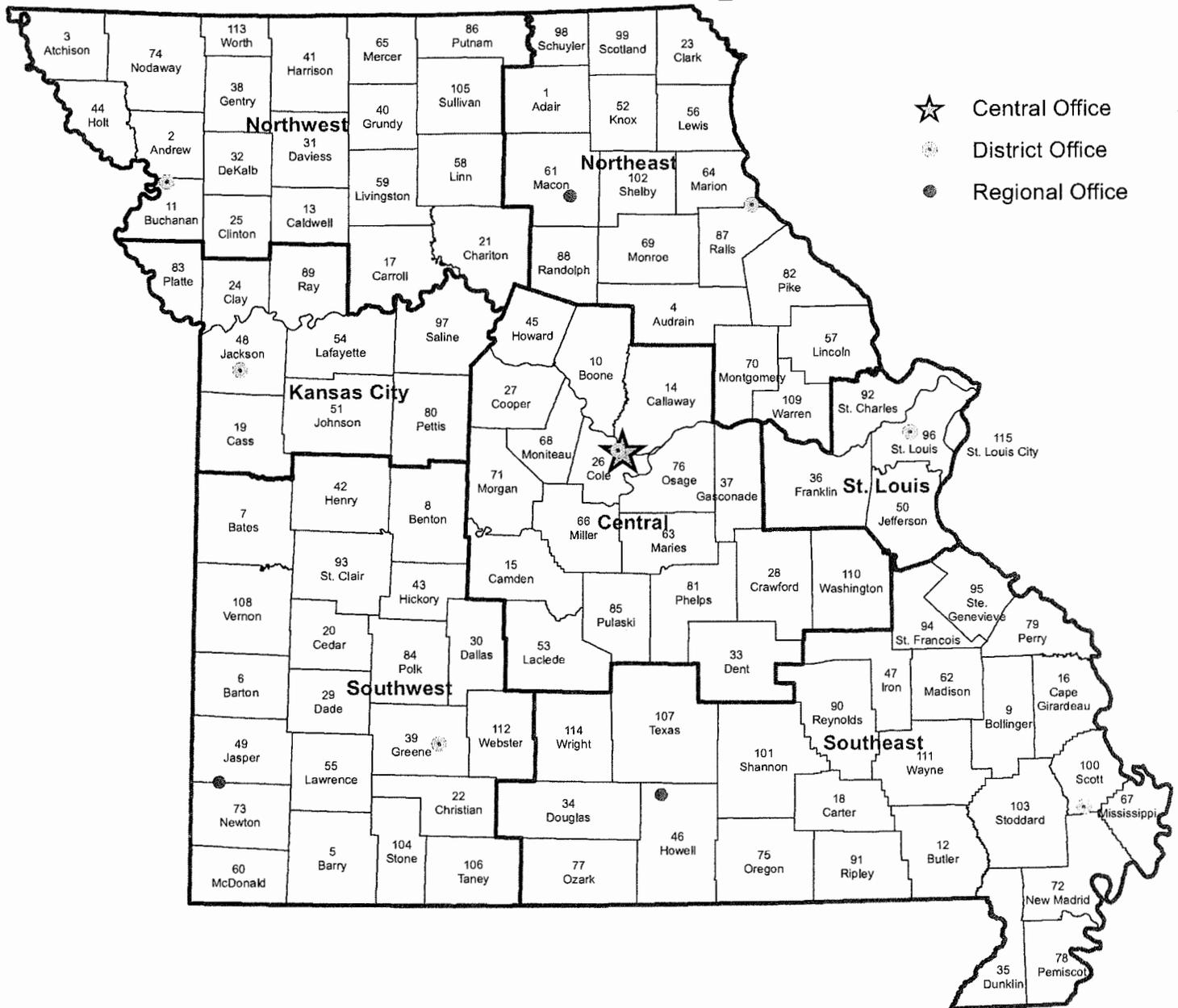
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. 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**.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the equipment 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.

# Missouri Department of Transportation District Map



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
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	St. Genevieve	95	SE
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	77	SE	St. Louis	96	SL
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	78	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
												Shannon	101	SE
												Shelby	102	NE
												Stoddard	103	SE
												Stone	104	SW
												Sullivan	105	NW
												Taney	106	SW
												Texas	107	SE
												Vernon	108	SW
												Warren	109	NE
												Washington	110	C
												Wayne	111	SE
												Webster	112	SW
												Worth	113	NW
												Wright	114	SE
												St. Louis City	115	SL

