

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

REQUEST NO.	3-130920TV
DATE	September 4, 2013

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

2:00 pm., Local Time, September 20, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

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

BUYER: Tom Veasman

BUYER TELEPHONE: 573-522-4404

BUYER EMAIL:

tom.veasman@modot.mo.gov

15' HEAVY DUTY MOWERS

This Request For Bid seeks bids from qualified organizations to provide MOWERS in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., September 20, 2013. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Mowers.htm>

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

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

Federal I.D. No. _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Is your firm MBE certified? Yes No

Title:
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **15' Heavy Duty Mower(s)** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, September 20, 2013.**

RFB COORDINATOR:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

**Missouri Department of Transportation
P. O. Box 270
Jefferson City, MO 65102
Attn: Tom Veasman**

PHYSICAL ADDRESS:

**Missouri Department of Transportation
General Services Division
830 MoDOT Drive
Jefferson City, MO 65109**

PHONE: 573-522-4404

FAX: 573-526-6948

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of tractors as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Training
 - 5) Pricing Pages / Specifications
 - 6) Vendor Information and Preference Certification Form
 - 7) Cooperative Purchasing Form
 - 8) Anti-Collusion Statement
 - 9) Annual Worker Eligibility Verification Affidavit
 - 10) Applicant Affidavit for Sole-Proprietorship or Partnership
 - 11) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

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

2.2 Required Specifications: All equipment bid upon must comply with the attached MoDOT Specification #E683-A, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

2.3 Delivery Requirements:

- 2.3.1 The equipment shall be delivered complete and ready for use to the delivery destination. Unless otherwise specified in the bid, all prices quoted by the bidder must be F.O.B. MoDOT with all delivery, handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.
- 2.3.2 The following MoDOT locations shall be the delivery points for the majority of MoDOT's purchases. However, MoDOT may specify locations other than those shown below for delivery.

Northwest District Garage
3602 N. Belt Highway
St. Joseph, Missouri 64502
NW District General Services Manager, Danny Rosenbohm
Danny.Rosenbohm@modot.mo.gov
816-387-2446

Kansas City District Garage
2050 N.E. Independence
Lee Summit Missouri 64064
KC District General Services Manager, Joseph Hinton
Joseph.Hinton@modot.mo.gov
816-347-4101

Northeast District Garage
Highway 61 South
Hannibal, Missouri 63401
NE District General Services Manager, Roy Hogsett
Roy.Hogsett@modot.mo.gov
660-385-8674

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

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

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

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

SW District-Joplin Location
3901 East 32nd Street
Joplin, Missouri 64804
SW District General Services Manager, John Sinclair
John.Sinclair@modot.mo.gov
417-829-8033

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

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

2.4 Other Contractual Requirements:

2.4.1 Contract Period - The contract shall commence from the date of award until September 30, 2014 with up to one (1) one-year renewal option periods, or any portion therein.

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

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

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

b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

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

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

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

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

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.5 Equipment Trade-In Allowance:

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

Trade-In Worksheet Example:

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

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

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-130920TV – Heavy Duty Mowers**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:

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

3.1.5 Contract Award:

- a. This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. This bid will not be awarded solely based on low price per delivery destination.
- b. The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

4. TRAINING

- 4.1 **Training** – A complete list or catalog describing all available training materials related to the items you are bidding should be included in your bid.
 - 4.1.1 All specialty equipment and equipment purchased by MoDOT shall have the minimum vendor training supplied as outlined below:
 - a. Training shall take place at each district where equipment is delivered or at an off site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
 - b. Operator and repair manuals must be hard copy and supplied with each individual unit.
 - 4.1.2 All vendors shall provide an 800 number for technical assistance, manned during normal working hours (8AM to 4PM)

PRICING PAGE - ITEM #1 BID

ITEM #1 – 15’ Heavy Duty Three Section Rotary Mower meeting the attached Spec. E683-A.

I am bidding (MAKE)_____ (MODEL)_____

Outright Purchase Price \$ _____

NET DELIVERED PRICE to any MoDOT district.

Options:

Option 1. NEW severe duty agricultural tires (in lieu of laminated tires) Size _____ Ply _____
Total \$ _____ **EACH**

Option 2. Foam filled NEW severe duty agricultural tires (in lieu of laminated) Size _____ Ply _____
Total \$ _____ **EACH**

Option 3. Dual Wing Wheel Spindles, Hubs and Puncture Proof Laminated Tires (Adds axle and wheel to single wheel setup on both wings).
Total \$ _____ **EACH** Tire Size _____

Option 4. Dual Wing Wheel Spindles, Hubs and Severe Duty Ag Tires(Adds axle and wheel to single wheel setup on both wings).
Total \$ _____ **EACH** Tire Size _____ Ply _____

Option 5. Equal Angle Hitch (540 RPM) eliminates CV driveline (in Lieu of 80 degree CV drive).
Comes with Weasler u-joint shaft requiring greasing every 40 hours.
Total \$ _____ **EACH**

Option 6. Wing-walking axle kit with (2) additional laminated tires.
Total \$ _____ **EACH**

Option 7. Left and Right Wing Walking Tandem Kit (Also requires Option 3 or 4)
Total \$ _____ **EACH**

Option 8. Ball Type Self-Leveling Hitch
Total \$ _____ **EACH**

Option 9. Precision Hitch (available on CV drive standard unit only)
Total \$ _____ **EACH**

Option 10. Air Cushioned Suspension with Shock Absorbers
Total \$ _____ **EACH**

Option 11. Extended Warranty in addition to warranty specified in Specification E683-A.

Total \$ _____ **EACH** Additional Months _____

Additional Warranty Covers: _____

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

Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

Vendors should submit a list of any additional options/accessories with detailed pricing information for each model of mower that your company bids. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate below the percent (%) of discount off Manufacturers' Suggested Retail Prices (MSRP) for all mower options/accessories available in your data book or pricing guides for your mower(s) bid under Item #1. This information will be posted for other entities to view.

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

ADDITIONAL OPTIONS:

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		

MoDOT Specification #E683-A

MISSOURI DEPARTMENT OF TRANSPORTATION THREE SECTION FLEXIBLE 15' or 10' CUT ROTARY MOWER SPECIFICATIONS

GENERAL - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty tow type, P.T.O. driven hinged three-section rotary mower providing an optional cutting swath of 10' or 15' without evidence of streaking. The intent and purpose of this specification is also to describe a mower with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. Parts and service availability must be within 24 hour of contact.

DRIVE - The mower shall be gear driven with power transmitted directly from tractor P.T.O. to a heavy duty power divider gearbox located on mower center section which will transmit power to secondary gear boxes located on mower wing sections. The output shafts of primary and secondary gearboxes shall be the spindles for the blade carrier assemblies. The tractor yoke of the main drive shaft shall have a spring tension lock coupler with three ball yoke for quick attachment to the tractor RPM P.T.O. output shaft. Yoke connector at the splitter gearbox shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Drivelines will have a one-year complete warranty. A copy of the warranty must be included in your bid. Bondioli and Pavesi drivelines are required.

GEAR BOX ASSEMBLIES - Gears shall be of forged heat-treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gearboxes shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gearboxes will have a five-year pro-rated warranty. A copy of the warranty must be included in your bid. Bondioli and Pavesi gearboxes are required.

PRIMARY GEAR BOX - The primary power divider gearbox shall be the manufacturers premium model; engineered, rates and listed a minimum 200 HP by the gearbox manufacturer in their standard engineer/sales data. The divider gearbox will evenly divide the input power between three output shafts to power three individual and separate spindle gearboxes.

SECONDARY GEAR BOX - The secondary or wing gearboxes shall be the manufacturers premium model; engineered, rates and listed a minimum have a rating minimum of 160 HP by the gearbox manufacturer in their standard engineer/sales data. Secondary gearboxes shall all be the same, except for the direction of rotation.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the left wing and center section shall turn clockwise and the right wing shall turn counterclockwise.

DRIVE LINES AND U-JOINTS - Heavy-duty self adjusting and telescopic drive shafts with main drive shaft to be of a 80° constant velocity type and U-Joints will be not less than 44R size and type (ASAE Category 6, 80 HP at 540 RPM). An optional Equal Angle Hitch non-constant velocity drive may be substituted in lieu of the 80degree CV drive. This Equal Angle hitch shall have a Weasler main power shaft in lieu of the Bondioli and shall be u-joint style verses CV style shaft requiring greasing once every 40 hours. This Equal Angle Hitch cannot be a jackshaft style with steady bearing. A decal shall be attached to the towing tongue detailing correct hitch placement and driveline attachment dimensions as per SAE Standard J1170, Rear Power Take-Off for Agriculture Tractors. All U-Joints will be equipped with neoprene seals and needle bearings. Drivelines and U-Joints shall automatically compensate for angles as wings are raised or lowered. P.T.O. drivelines and wing drivelines shall have quick disconnect slip clutches. Drivelines to the three gearboxes will be a minimum 35R size and type (ASAE Category 5, 46 HP at 540 RPM) size. The splitter gearbox end yoke shall have a spring tension lock coupler for quick attachment/removal to the splitter gearbox shafts. Spindle gearbox yoke shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Heavy duty self-adjusting two plate slip clutches (torque limiter) shall be installed before each of the three spindle gearboxes. Power take-off shaft and all drivelines shall be of one brand manufacture. Drivelines will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints and sliding tubes shall be equipped with grease zerks. All universal joints and drive shafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

STRUCTURAL - Deck and wings a minimum of 7 gauge, ASTM A-569 hot rolled carbon-manganese steel continuously welded top deck and reinforced with 7 gauge steel and 1/4" ASTM A-500 hollow structural tubing to maintain integrity. Band or skirt will be 1/4" thickness with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck. The mower shall have a draw bar tongue weight on the tractor of no more than 1550lbs.

The length of the center section of the mower shall be no longer than 92.5". All major pivot points on the mower shall include grease able and replaceable spring steel bushings with locking head pins that ensure that pivot points in the frame cannot wear.

BLADES AND RUNNERS - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a minimum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened pentagon shaped blade bolts with 1 1/2" blade wear surface. A replaceable pentagon shaped blade bolt bushing shall be welded into the blade bar. Blades materials are to be tested in blade lots and should include these tests and processes: Minimum hardness test, ductility bend test, charpy v-notch impact strength test, surface carbon loss test, fatigue life test, microstructure purity inspection, material chemical analysis along with part # and lot code. The blades should also have: beneficial induced compressive surface stresses through shot-peening along with smoothed transitional surfaces around the blade bolt hole. The three gearbox spindles shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish that has a minimum 1/4" thick steel pressed and spun with a minimum 30" diameter and 2 3/4" side height. The blade bar in the carrier shall be made of 1" thick steel and two cross members shall be made of 3/8" thick steel both welded to the carrier dish. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable skid shoes on center and wing forward sections made of minimum ASTM A514 alloy steel shall be provided for protection in the event the tractor drops in a low place or ridges over a high point. The forward section of the wing skids are to be wider than the rear section as to prevent gouging and must also have the ability to be mounted outside or inside the side skirt. The Blades shall overlap 6 1/2". Mower shall be equipped with adjustable mechanical stops to prevent scalping when the mower is lowered to the cutting position. A system shall be provided to lock the center section and both wings in roading position. These lock up pin locations should be located in a raised position above the deck as to ease in finding them should the deck have debris on top. Transport locks shall be mechanical devices to remove all stress from the hydraulic cylinders and their mounts. A wheel transport mechanism for the wing wheels shall be incorporated into the center lock up so that when the center lock up pin is installed and the main cylinder is retracted the wing wheels are pulled inside of the wing sections to aid in an ultra narrow transport width.

CUTTING HEIGHT - Adjustable from 1.5" - 15".

HYDRAULICS - The mower shall utilize the tractor hydraulic system and have hydraulic cylinders to raise the wings and adjust the cutting height. The wing cylinders along with floating lugs shall allow for a minimum of 35 degree up and 25 degree down wing float during operation without pumping the hydraulics. Hydraulic cylinders shall be designed for 3,000 PSI operating pressure. All cylinder shafts will be nitro steel and re-build-able. The two hydraulic wing lift cylinders should each be 3" X 12" welded cylinders, 3" diameter bore, 12" stroke, 1.25" diameter rod, 22 1/4" closed pin center. A Hydraulic Phasing System shall be use to level the cutter from the center to the wing sections. This hydraulic phasing cylinder system shall consist of one 3 1/2" X 5" center cylinder, one 3 1/4" X 5" wing wheel standard cylinder and one other 3" X 5" wing wheel standard cylinder. Each phasing cylinder shall have 1 1/4" diameter rods, 18 1/8" closed pin center, rephasing orifices and mechanical stop collars fitted to all cylinders. Cylinder seals shall be as follows: Static and dynamic O-ring seals with nitrile 90 durometer, ASTM D2000, 86/SAE J200. Static and dynamic backup washers, unithane 395A, and liquid cast polyurethane. 3000-PSI series piston seal, 15% fiberglass filled Teflon piston seal c/w 90 durometer o-ring expander. 3000-PSI series piston and cylinder rod wear rings, #66 nylon, 33% glass filled. 3000-PSI series rod seal, #605 twin lip u-cup seal. Cylinder rod wipers seals, 3000-PSI series, metal encased nitrile lip wiper seal. Wings will be capable of flexing from 25° below horizontal to 90° above horizontal to follow any terrain. You should not include the hydraulic valves, which will be supplied on the tractors. All hoses (minimum 1/2" ID 2-wire non-skive) and quick couplings necessary for mounting on the tractor should be included. Safe guards shall be provided to stop the wings from raising to a point that would prevent it from being lowered from the operator's station. Mower shall have an A-Frame or similar support to protect the hoses between tractor and mower. The mower shall have a manually operated auxiliary winch to raise or lower each wing independently in case of hydraulic failure and lock up pins to secure the wings when roading. Hydraulics will meet SAE J517 and J232 requirements.

WHEELS, AXLES AND SUSPENSIONS - The mower shall be equipped with not less than six trail type laminated tires properly spaced for best weight distribution. The wheels will be mounted with a minimum of five lug bolts and the wheel hubs shall have roller bearings. Rear axle arrangement shall provide for two sets of two wheels each at center section, and a single wheel at each wing section. Main deck suspension shall be a walking beam-type rear suspension consisting of a main beam 5"X5" X .250 ASTM A-500 tubing material and wing wheel arms 4"X3"X .250 ASTM A-500 tubing material. The walking axle must be supported by two tapered roller bearings placed on both sides of the walking beam with a 1 3/8" lock head shaft running through. This walking axle suspension will be positioned as far forward as possible to best control cutter height over uneven ground. Outer wing wheel standards shall be equipped with a rubber gromlet for suspension and must include a threaded rod with adjusting nuts at the end of the phasing cylinder to allow to fine tune the height of the wings to the center section of the cutter.

HITCH - Towing hitch shall be a heavy-duty swivel precision clevis type providing easy maneuverability. Hitch shall be of adequate design to accommodate all angles and stress caused from roadside right-of-way mowing. The tongue will be "A" frame design. Twin leveling rods to balance the weight with built in floating front hitch to keep undo stress off the leveling rods

PARKING JACK - A heavy-duty retractable pin-on type hand operated screw type jack is to be furnished and installed on the tongue perpendicular to the ground with the mower set at a 6" mowing height to aid in attaching the mower to the tractor. A second mount for this jack shall be attached to the top of the mower deck to safely store it when not in use and not to interfere with mowing operation.

SAFETY - All guards and shields will meet SAEJ232 requirements. The mower shall have 3/8" safety chain guards to protect the area surrounding the mower from flying objects. A minimum 3/16" high strength aircraft cable shall be interlaced through the second to the lowest chain link. Unit will have wing transport locks.

COLOR - Color to be manufacturer's standard over a prime coat.

NOTE: Complete unit must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

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

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

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

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

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

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

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer 15' HD Mowers listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the 15' HD Mowers meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

) **SS.**

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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.

Prohibition Of Employment Of Unauthorized Aliens:

a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.

b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the equipment is delivered.

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

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

c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.