

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

REQUEST NO.	3-151110TV
DATE	October 26, 2015

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

**2:00 pm., Local Time, November 10, 2015**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING EQUIPMENT.

**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

**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., November 10, 2015. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/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 and the bid submitted by the Bidder in response to the RFB. 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.

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

(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 **mowers** 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, November 10, 2015.**

### 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**

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

**PHONE: 573-522-4404**

**FAX: 573-526-6948**

## 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of mowers 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) Pricing Pages
  - 5) Training, Manuals and Technical Service Requirements
  - 6) Vendor Information and Preference Certification Form
  - 7) Cooperative Purchasing Form
  - 8) Map of MoDOT Districts by County
  - 9) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The bidder shall provide **mowers**, to the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables 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.

**2.2 Required Specifications:** All equipment bids must comply with the attached MoDOT Specifications, 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 following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, bidders shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the unit, the bidder agrees to pay all transportation charges on the unit as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the bidder direct to the railroad or carrier.

2.3.2 The bidder shall deliver the products specified herein 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
- l. Hereinafter, each location shall be also referred to as "individual delivery destination".

## **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 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 pages 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 bidder for any reason whatsoever.
- 2.4.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to MoDOT's rejection and shall be returned at the bidder's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Award Requirements:**

- 2.5.1 Award Period - The award period shall commence from the date of award until October 31, 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 award renewal period, the bidder 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 bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The bidder 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 an award 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 award value (original value plus past approved escalations).
- 2.5.4 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 an award 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

bidder 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 shipment 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 equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 **NET DELIVERED FIRM PRICE** - the unit(s) shall be delivered complete and ready for use to the delivery destinations.

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

**Trade-In Worksheet Example:**

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

**2.7 Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and bidder. The bidder must be currently under contract with MoDOT. It will be the responsibility of the bidder 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 “**3-151110TV 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 withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected 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 Award:  
This is a Multiple Award bid and there will be no ‘one’ bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility and discretion for all purchasing decisions. After award, individual delivery destinations shall use the following evaluation criteria to determine the awarded contract that would provide the “lowest and best” equipment purchase option:
- a. Base and Options Costs 50 Points
  - b. Warranty Coverage/Unit Features that Improve Performance, Strength, Reliability & Longevity 30 Points
  - c. Location of Parts and Servicing Dealers 10 Points
  - d. Delivery Timeline 5 Points
  - e. Other response information 5 Points

3.1.6 Cost Evaluation:

The evaluation of base and options costs will be conducted using a scale of fifty (50) possible points based upon the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Price of Vendor Being Evaluated}} \times 50 = \text{Points Awarded to Vendor Being Evaluated}$$

3.1.7 Bidder Compliance: The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

3.1.8 Bidder Notification: Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

#### 4. PRICING PAGES

**ITEM #1: Slope Mower, Remote Control or Rider Type** complete with all standard equipment and meeting the attached Missouri Department of Transportation specification. **NET DELIVERED PRICE.**

(MAKE & MODEL) \_\_\_\_\_ Price \$ \_\_\_\_\_

**Minimum Specifications:**

The intent and purpose of this specification is to include slope mowers with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. Minimum of 28 hp engine, water-cooled, capable of slope mowing; Electric start with 12 volt system and alternator for charging; Hour meter gauge and automatic shut-off for low oil level required. Mower must be operationally tested and shipped fully assembled. Warning light kit (rotary or LED) required on top of roll bar.

Rider type units shall have an automatic safety switch to kill PTO drive and engine when operator is removed from machine; Rider type units shall be equipped with a heavy duty steel ANSI certified ROPS with canopy and seatbelt for safety assurance of operator protection.

Please complete the following information that is applicable to your slope mower.

**Engine:** Gasoline\_\_\_\_ Diesel\_\_\_\_ Horsepower\_\_\_\_ Make of Engine\_\_\_\_\_

**Cutter Head:** Rotary\_\_\_\_ Flail\_\_\_\_ Width of Cut\_\_\_\_ Max. Diameter of Vegetation\_\_\_\_\_

**Remote Controlled:** YES\_\_\_\_ NO\_\_\_\_ If YES, Maximum Operating Distance Capability\_\_\_\_\_

Max. Slope Degree Rating\_\_\_\_ 4WD\_\_\_\_ Tracks\_\_\_\_ Turf Tires\_\_\_\_ Other\_\_\_\_\_

Max. Speed of Unit\_\_\_\_ Net weight of Unit w/o Cutter Head\_\_\_\_ Fuel Tank Capacity\_\_\_\_\_

**OPTIONS**

OPTION	DESCRIPTION	Price
	<i>Please list any bidder-recommended options relevant to this operation. Options prices should reflect any discounts given by the bidder. Use additional sheets if necessary.</i>	
<b>Option 1</b>		
<b>Option 2</b>		
<b>Option 3</b>		
<b>Option 4</b>		
<b>Option 5</b>		
<b>Option 6</b>		

In addition to the bidder recommended mower options listed above, bidders may submit their complete Price List of mower options with detailed pricing information for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all mower options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount \_\_\_\_\_*

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

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Item #1.  
(Bidders are responsible for servicing all counties within the district(s) selected.)**

**Northwest District (St. Joseph) \_\_\_\_\_ Northeast District (Hannibal) \_\_\_\_\_**

**Kansas City District \_\_\_\_\_ Central District (Jefferson City) \_\_\_\_\_**

**St. Louis District \_\_\_\_\_ Southwest District (Springfield) \_\_\_\_\_**

**Southeast District (Sikeston) \_\_\_\_\_ ALL DISTRICTS \_\_\_\_\_**

**Standard Warranty (length, coverage, etc.) \_\_\_\_\_**

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**ITEM #2: Heavy Duty Fifteen-Foot Cut, Three Section Rotary Mower**, complete with all standard equipment and meeting the attached Missouri Department of Transportation **Specification #E683**. Bidders should complete and submit the #E683 Checklist with their bid for this item. **NET DELIVERED PRICE.**

**MAKE & MODEL:** \_\_\_\_\_ **Price (EACH) \$** \_\_\_\_\_

**OPTIONS**

OPTION	DESCRIPTION	Price
	<i>Please list any bidder-recommended options relevant to this operation. Options prices should reflect any discounts given by the bidder. Use additional sheets if necessary.</i>	
Option 1	Severe duty aircraft tires – 6 tires NEW____ USED____ (in lieu of laminated tires when laminated tires are bid on the base unit)	
Option 2	Foam filled severe duty aircraft tires – 6 tires NEW____ USED____ (in lieu of laminated tires when laminated tires are bid on the base unit)	
Option 3	Tandem walking axle suspension on the main deck (Per mower)	
Option 4		
Option 5		
Option 6		

In addition to the bidder recommended mower options listed above, bidders may submit their complete Price List of mower options with detailed pricing information for each make/model. Please indicate below the percent (%) of discount off Manufacturer’s Suggested Retail Prices (MSRP) for all mower options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount* \_\_\_\_\_

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

Please indicate with an ‘X’ the MoDOT Districts for which you are bidding Item #2.

*(Bidders are responsible for servicing all counties within the district(s) selected.)*

Northwest District (St. Joseph) _____	Northeast District (Hannibal) _____
Kansas City District _____	Central District (Jefferson City) _____
St. Louis District _____	Southwest District (Springfield) _____
Southeast District (Sikeston) _____	ALL DISTRICTS _____

Standard Warranty (length, coverage, etc.) \_\_\_\_\_

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MISSOURI DEPARTMENT OF TRANSPORTATION  
HEAVY DUTY THREE SECTION FLEXIBLE 15' CUT ROTARY MOWER SPECIFICATION E683 (10/2015)

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 5', 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 primary gear box or power divider 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 gear boxes shall be the spindles for the blade carrier assemblies. The tractor yoke of the main driveshaft shall have a spring tension lock coupler 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 three year warranty. A copy of the warranty should be included in your bid.

GEAR BOX ASSEMBLIES - Gears shall be of forged heat treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gear boxes 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. Gear boxes will have a three year warranty. A copy of the warranty must be included in your bid.

PRIMARY GEAR BOX - The primary power divider or gear box shall be the manufacturer's premium model; engineered, rated and listed a minimum 235 HP by the gearbox manufacturer in their standard engineer/sales data. The divider gear box 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 gear boxes shall be the manufacturer's premium model; engineered, rated and listed a minimum have a rating minimum of 150 HP by the gearbox manufacturer in their standard engineer/sales data. Secondary gear boxes 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 5, 80 HP at 540 RPM). A decal shall be attached to the towing tongue detailing correct hitch placement and driveline attachment dimensions per SAE Standard J1170, Rear Power Take-Off for Agriculture Tractors. All U-Joints will be equipped with neoprene seals and needle bearings. Drive lines and U-Joints shall automatically compensate for angles as wings are raised or lowered. P.T.O. drive lines and wing drivelines shall have quick disconnect slip clutches. Drivelines to the three gear boxes will be a minimum 35R size and type (ASAE Category 4, 46 HP at 540 RPM) size. The splitter gear box 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 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 steel and reinforced with 7 gauge steel to maintain integrity (for double deckers a minimum 10 ga. bottom deck). 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.

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 blade bolts with 1 1/2" blade wear surface. The three gear box spindles shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 7 gauge steel stamping with a minimum 30" diameter and 2 3/4" side height. 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, hard faced, skid shoes on center and

wing sections shall be provided for protection in the event the tractor drops in a low place or ridges over a high point. Blades shall overlap 6". 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 position for road travel. Transport locks shall be mechanical devices to remove all stress from the hydraulic cylinders and their mounts.

CUTTING HEIGHT - Adjustable from 4" - 12".

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 shall allow for a minimum of 11° wing movement or float during operation without pumping the hydraulics. Hydraulic cylinders shall be designed for 3,000 PSI operating pressure. All cylinder shafts will be hard chrome plated and rebuildable. The piston seal shall be poly-hone glass-filled-teflon type, O-ring seal designs are not acceptable. The piston rod packing shall be a V-stack or U-pack design. V-stack shall include provisions for adjustment. U-pack shall be retained in an internal groove. Rod wiper shall be a urethane wiper ring (not metal clad). Gland collar will be either externally threaded onto the outside of the cylinder barrel or internally threaded into the cylinder barrel. Designs using an internal wire/lock ring to hold the gland in/on are not acceptable. The hydraulic inlet and outlet shall be welded fixed ferrules located on the cylinder shell. Wings will be capable of flexing from 22° 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 operators station. Mower shall have an A-Frame or similar support to protect the hoses between tractor and mower. 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. Rear axle arrangement shall provide for two sets of two wheels each at center section, and a single wheel at each wing section. Main axle, axle arms and wheel spindles will be heavy duty with independent heavy-duty 3" spring suspension for each wheel. All wheel hubs will be heavy duty cast type with grease zerk.

HITCH - Towing hitch shall be a heavy-duty swivel 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.

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 double 3/8" safety chain guards to protect the area surrounding the mower from flying objects. 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 Highway 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.

**HEAVY DUTY 15' FLEX WING  
 ROTARY MOWER MINIMUM SPECIFICATION E-683 CHECKLIST**

**Submit the following checklist w/ your Pricing Page for Item #2.**

	<u>BIDDER MEETS</u>
1. 540 RPM MINIMUM CAT 5 CV MAIN DRIVELINE	_____
2. MINIMUM CAT 4 WING DRIVELINE	_____
3. MINIMUM 3 INCH CUT CAPACITY	_____
4. SMOOTH OR DOMED (EASY CLEAN) TOP DECK	_____
5. MINIMUM .25" SIDE SKIRT	_____
6. MIN. 2.38" DIAM. DECK GEARBOX DOWN SHAFT	_____
7. MINIMUM 235 HP SPLITTER GEARBOX	_____
8. MINIMUM 150 HP DECK GEARBOX	_____
9. 4" x 1/2" UPDRAFT BLADES	_____
10. ROUND STUMP JUMPER	_____
11. DOUBLE SAFETY CHAINS FRONT & REAR	_____
12. (6) TIRES: LAMINATED _____ OR SEVERE DUTY AIRCRAFT _____; CENTER DECK (4); ONE TIRE ON EACH WING (2)	_____
13. DECK LEVELING TENSION RODS (2)	_____
14. ROUND DECK RING	_____
15. MINIMUM 15 FT CUT WIDTH; 3 SECTION HYDRAULIC FOLD	_____

Explanation of Any Exceptions to Above Requirements: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Bidder

\_\_\_\_\_  
 Date

**ITEM #3: Commercial Heavy Duty 10' Cut, Two Section Rotary Mower (15' unit w/ left side counterweight instead of wing).** Item shall meet the attached Missouri Department of Transportation Minimum **Specification E683-A**. Bidders should complete and submit E683-A Checklist with their bid for this item. **NET DELIVERED PRICE.**

**MAKE & MODEL:** \_\_\_\_\_

**PRICE:** \$ \_\_\_\_\_

**OPTIONS**

OPTION	DESCRIPTION	Price
	<i>Please list any bidder-recommended options relevant to this operation. Options prices should reflect any discounts given by the bidder. Use additional sheets if necessary.</i>	
Option 1	Severe duty aircraft tires – 5 tires NEW____ USED____ (in lieu of laminated tires when laminated tires are bid on the base unit)	
Option 2	Foam filled severe duty aircraft tires – 5 tires NEW____ USED____ (in lieu of laminated tires when laminated tires are bid on the base unit)	
Option 3		
Option 4		
Option 5		

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

In addition to the bidder recommended mower options listed above, bidders may submit their complete Price List of mower options with detailed pricing information for each make/model. Please indicate below the percent (%) of discount off Manufacturer’s Suggested Retail Prices (MSRP) for all mower options available in your data book or pricing guides.

**% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount \_\_\_\_\_**

**Please indicate with an ‘X’ the MoDOT Districts for which you are bidding Item #3.  
(Bidders are responsible for servicing all counties within the district(s) selected.)**

Northwest District (St. Joseph) \_\_\_\_\_  
 Kansas City District \_\_\_\_\_  
 St. Louis District \_\_\_\_\_  
 Southeast District (Sikeston) \_\_\_\_\_

Northeast District (Hannibal) \_\_\_\_\_  
 Central District (Jefferson City) \_\_\_\_\_  
 Southwest District (Springfield) \_\_\_\_\_  
 ALL DISTRICTS \_\_\_\_\_

**Standard Warranty (length, coverage, etc.) \_\_\_\_\_**

**ITEM #4: Commercial Heavy Duty 15' Cut Three Section Rotary Mower.** Item shall meet the attached Missouri Department of Transportation Minimum **Specification E683-A**. Bidders should complete and submit E683-A Checklist with their bid for this item. **NET DELIVERED PRICE.**

**MAKE & MODEL:** \_\_\_\_\_

**PRICE:** \$ \_\_\_\_\_

**OPTIONS**

OPTION	DESCRIPTION	Price
	<i>Please list any bidder-recommended options relevant to this operation. Options prices should reflect any discounts given by the bidder. Use additional sheets if necessary.</i>	
Option 1	Severe duty aircraft tires – 6 tires NEW____ USED____ (in lieu of laminated tires when laminated tires are bid on the base unit)	
Option 2	Foam filled severe duty aircraft tires – 6 tires NEW____ USED____ (in lieu of laminated tires when laminated tires are bid on the base unit)	
Option 3		
Option 4		
Option 5		

In addition to the bidder recommended mower options listed above, bidders may submit their complete Price List of mower options with detailed pricing information for each make/model. Please indicate below the percent (%) of discount off Manufacturer’s Suggested Retail Prices (MSRP) for all mower options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount* \_\_\_\_\_

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

**Please indicate with an ‘X’ the MoDOT Districts for which you are bidding Item #4.**

*(Bidders are responsible for servicing all counties within the district(s) selected.)*

Northwest District (St. Joseph) _____	Northeast District (Hannibal) _____
Kansas City District _____	Central District (Jefferson City) _____
St. Louis District _____	Southwest District (Springfield) _____
Southeast District (Sikeston) _____	ALL DISTRICTS _____

**Standard Warranty (length, coverage, etc.)** \_\_\_\_\_

**COMMERCIAL HEAVY DUTY 10' & 15'**  
**ROTARY MOWER MINIMUM SPECIFICATION E683-A CHECKLIST**  
**Submit the following checklist w/ your Pricing Pages for Items #3 and #4.**

	<b>Bidders Item #3 <u>MEETS</u></b>	<b>Bidders Item #4 <u>MEETS</u></b>
1. ROUND SPUN FORMED STUMP JUMPER	_____	_____
2. CONTINUOUS WELDED SEAMS	_____	_____
3. SINGLE DOMED DECK	_____	_____
4. PHASING CENTER & WING LIFT CYLINDERS	_____	_____
5. CENTER DECK WALKING TANDEM	_____	_____
6. PENTAGON BLADE BOLTS	_____	_____
7. REPLACEABLE BLADE BOLT BUSHINGS	_____	_____
8. TIRES – LAMINATED OR SEVERE DUTY AIRPLANE TIRES; (4) CENTER DECK; (1) TIRE PER WING;	_____	_____
9. 5 BOLT WHEELS	_____	_____
10. RETRACTABLE WING WHEELS	_____	_____
11. GREASABLE, REPLACEABLE SPRING STEEL BUSHINGS w/ANTI-ROTATION PINS AT PIVOT POINTS	_____	_____
12. 540 RPM	_____	_____
13. MINIMUM 235 HP SPLITTER GEARBOX	_____	_____
14. MINIMUM 200 HP DECK GEARBOXES	_____	_____
15. MINIMUM 15 FT CUT WIDTH; 3 SECTION HYDRAULIC FOLD	_____	_____

Explanation of Any Exceptions to Above Requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

MISSOURI DEPARTMENT OF TRANSPORTATION  
COMMERCIAL HEAVY DUTY THREE SECTION FLEXIBLE 15'  
OR TWO SECTION 10' CUT ROTARY MOWER SPECIFICATIONS (E683-A Revised 10/15)

GENERAL - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for commercial heavy-duty tow type, P.T.O. driven hinged three-section rotary mowers providing a cutting swath of 15' and two-section rotary mowers providing a cutting swath of 10' 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 235 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 BOXES - The secondary or wing gearboxes shall be the manufacturers premium model; engineered, rates and listed a minimum have a rating minimum of 200 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 7gauge, ASTM A-569 hot rolled carbon-manganese steel continuously welded top deck and reinforced with 7 gauge steel and ¼" 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 1900lbs.

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 greaseable 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 road travel 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 used 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 lock up pins to secure the wings when road traveling. 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 (five tires on the 10 mower). 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 grommet 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 double 3/8" safety chain guards to protect the area surrounding the mower from flying objects. 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.

## 5. TRAINING, MANUALS AND TECHNICAL SERVICE REQUIREMENTS

### **Training**

All specialty equipment and equipment purchased by MoDOT shall have the minimum training supplied by bidder as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off- site location at the bidder'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 bidder shall supply training within one month of delivery and acceptance. The bidder shall supply all training materials.

### **Service & Operator Manuals**

- a. A hard copy operator manual must be provided with each individual unit.
- b. One set of service and parts manuals (CD or hard copy) shall be supplied with each individual unit.

### **Technical Service**

All bidders shall provide a number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 AM to 4 PM).

## 6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

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 <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

### Preference Certification

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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b>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

**7. 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 **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 **mowers** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful bidder.

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 \_\_\_\_\_

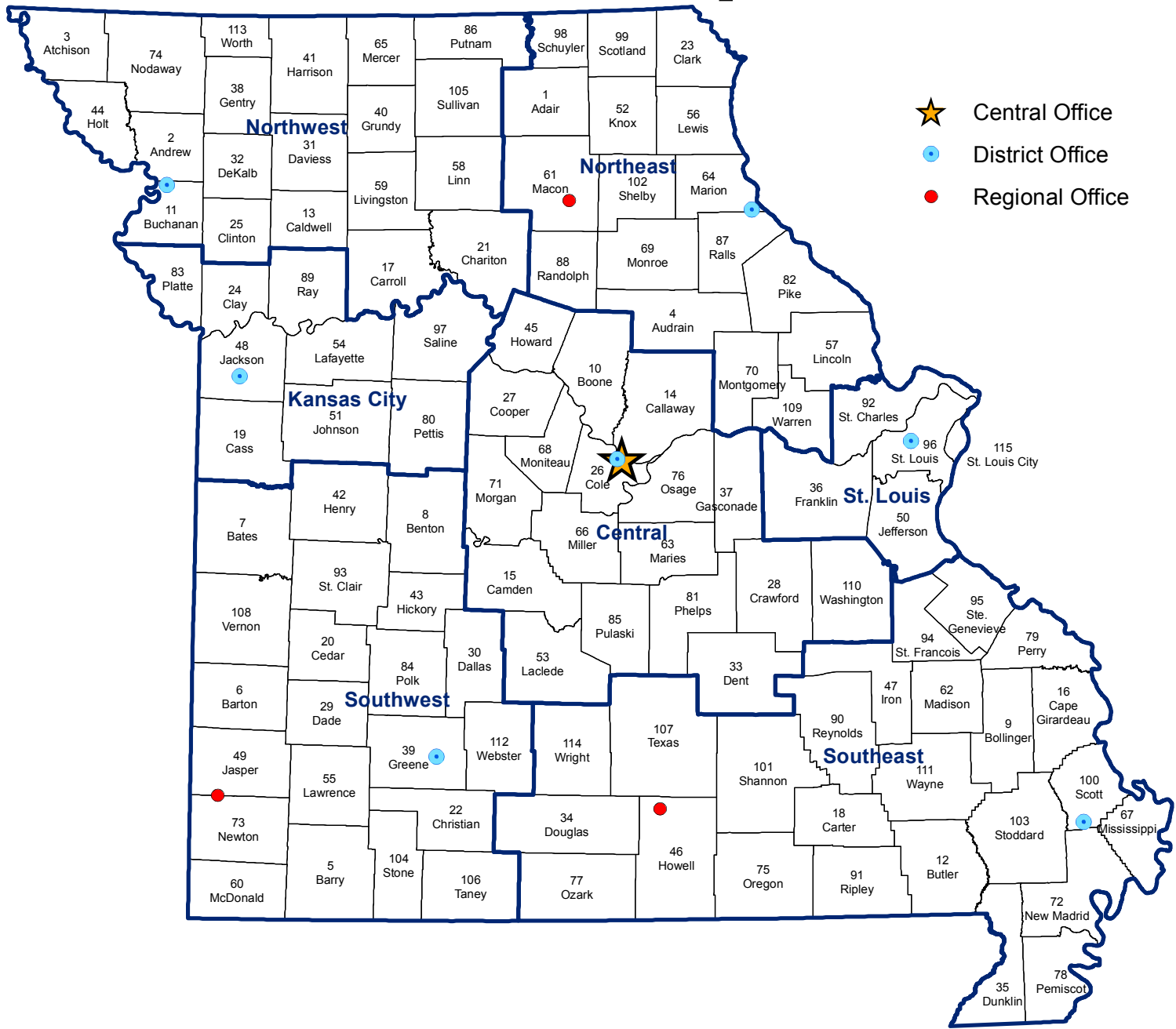
PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

# Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	DeKalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	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			Schuyler	98	NE				
Cass	19	KC	Greene	39	SW	Livingston	59	NW			Scotland	99	NE				
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW			Scott	100	SE				



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

**9. 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.

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**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.

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**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.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 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.