



**MISSOURI DEPARTMENT OF TRANSPORTATION  
BID GUIDELINES AND DOCUMENTATION  
FOR PURCHASES \$25,000 AND ABOVE**

***THIS IS NOT AN ORDER***

**REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JUNE 2, 2014	<b><u>BID DUE BY:</u></b> <b>10 AM CST JUNE 18, 2014</b>	FOB REQUIREMENTS: <b>WILLOW SPRINGS, MO</b>
TO BE DELIVERED BY:	<b><u>BID #:</u></b> <b>SEW14-2688RY</b>  <small>THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.</small>	BUYER: Gloria Bunch PHONE NUMBER: 417-469-6256 FAX NUMBER: 417-469-3449 Email: gloria.bunch@modot.mo.gov
<b><u>District Mailing Address:</u></b> Mo Department of Transportation Southeast Procurement 3956 E. Main Willow Springs, MO 65793		<b><u>Delivery Location:</u></b> MoDOT 2675 N. Main Sikeston, MO 63801

**ALL BIDS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED**

Qty	U/M	Description (including size and/or part #'s)	Net Unit Price	Delivery Time
1	Ea	Used Digger Derrick Unit		
		In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B20. ( <a href="http://www.moga.mo.gov/statutes/C400-499/414000365.htm">http://www.moga.mo.gov/statutes/C400-499/414000365.htm</a> ) By submitting a response to this bid you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B20 fuel.		
		<b>Provide Unit Mileage/Hours of Usage w/Bid</b>		
		MoDOT reserves the right to set up a visual inspection and/or test the proposed unit before acceptance of purchase.		
		<b>Warranty:</b> Unit is to be warranted from defects and workmanship for one year from the date of delivery. Explain what items are covered in the standard warranty and if available cost and coverage of extended warranty.		
		Detailed specifications are listed on the next page.		
		<b>(2) Operator/Parts Manuals are to be provided upon delivery.</b>		
		<b>Award will be based on using the "lowest and best" principles.</b>		

**VENDOR NAME:**

# **USED DIGGER DERRICK UNIT SPECIFICATIONS**

## **STANDARD COMPONENTS**

- ***BOOM ASSEMBLY*** – The boom assembly consists of the lower boom, intermediate boom, upper boom, and extension system. The lower boom is constructed of high strength steel forming a 9.75 x 12.75 rectangular section. The intermediate boom is constructed of high strength steel forming an 8 x 10.13 rectangular section. The upper boom is constructed of high strength, filament wound, epoxy resin, fiberglass with a 7 x 9 rectangular section and incorporates a fiberglass tip. The extension system includes two double-acting hydraulic cylinders. Each cylinder incorporates dual counterbalance holding valves.
- ***BOOM LIFT CYLINDER*** – A single double-acting cylinder equipped with a counterbalance holding valve and self-aligning spherical bearing.
- ***TURNTABLE*** – The fixture welded steel structure is constructed from 5/8" plate wings and a 1.5" thick base plate. The base plate is machined flat to support the rotation bearing.
- ***ROTATION DRIVE*** – Consists of a hydraulically driven worm and spur gear acting on a shear ball rotation bearing. The gearbox incorporates a load sense feature to measure the side loads applied to the boom.
- ***TURNTABLE WINCH*** – The 15,000 lb maximum capacity turntable winch consists of a worm gearbox, hydraulic motor, holding valve, and drum. At 40 gpm flow, the winch provides an average line speed of 35 fpm.
- ***HYDRAULIC OVERLOAD PROTECTION*** – The overload protection is purely hydraulic and uses no electronics or electrical components. The system senses the boom lift cylinder pressure and side loads at the rotation gearbox. When an overload condition is detected, the system disables the following: digger dig, winch raise, boom lower, upper boom extend, and intermediate boom extend.
- ***CONTINUOUS ROTATION*** – Rotation is continuous and unrestricted in either direction.
- ***PINS, BEARINGS, AND LUBRICATION*** – The main pivot and cylinder joints use high strength hard chrome plated steel pins with fiberglass reinforced Teflon non-lube bearings.
- ***HYDRAULIC SYSTEM*** – Open center tandem system provides 40 gpm for the digger and winch circuit and 15 GPM for the boom functions. The digger/winch circuit operates at 2300 psi and the boom circuit operates at 2600 psi.
- ***INSULATION*** – The fiberglass is certified for 46kV and below in accordance with ANSI A10.31 dielectric rating requirements.
- ***52 IN TALL PEDESTAL*** – The pedestal is a fabricated steel structure incorporating a 1.5" thick top plate which is machined flat to support the rotation bearing.
- ***DIGGER/WINCH PRESSURE GAGE*** – pressure gage on the lower control panel senses the pressure generated while using the digger and winch.
- ***BOOM PRESSURE GAGE*** – pressure gage on the lower control panel senses the pressure generated while using the boom control valve.
- ***CUSTOM LOAD CAPACITY CHART***
- ***ENGINE START/STOP CONTROL*** – Operated by a toggle switch at the lower controls.
- ***PAINTING*** – The complete unit is primed and painted prior to assembly. The standard color is to be white or yellow urethane.

- *TRANSFERABLE POLE GUIDE* – Can be pinned to either the inner boom tip or the intermediate boom. The pole guide includes hydraulic tilt and hydraulic operation of the pole claws. Holding valves are included to lock both cylinders in position.
- *POLE GUIDE INTERLOCK* – Prevents inner boom from extending unless either of the following conditions is satisfied: 1) the pole guide tilt is fully raised or 2) the pole guide is properly pinned to the upper boom.
- *WINCH LINE* – 1” diameter x 100 ft. Stable Braid
- *SWIVEL HOOK*– 5 ton rated swivel hook.
- *DIGGER ASSEMBLY* – Consists of the digger hanger and auger stow bracket. The digger hanger is automatically transferred from the lower boom to the intermediate boom when the auger is unstowed. The auger stow bracket includes an overstay protection valve.
- *DIGGER DRIVES* – Two-speed drive with 12000 ft-lb output.
- *AUGER STOW SLING* – 3/8” diameter wire rope.
- *AUGER* – 18” diameter auger.
- *AUGER EXTENSION* – 2-1/2” hex x 72” long
- *RIDING SEAT LOWER CONTROLS WITH SINGLE STICK* – Consists of a turntable mounted deck, seat, and control console. Includes full pressure, full flow hydraulic controls with a single handle joystick for boom raise-lower, rotate, and intermediate boom extend-retract. Additional hydraulic valve levers are included to control winch, dig, upper boom extend, pole guide tilt, and pole claw open-close.
- *PANEL LIGHT* – Two 12VDC lights help illuminate the lower control panel.
- *HYDRAULIC TOOLS AT BASE* – Consists of a ship-loose hydraulic tool selector valve and a flow/pressure control valve. The tool pressure can be adjusted from 750 to 2500 psi and the pressure compensated flow control can be adjusted from 0 to 8 GPM.
- *SUB-FRAME* – The full length sub-frame is constructed of 6 x 6 square tubing and 5/16” plate. The pedestal mounts above the sub-frame allowing for possum belly storage. Shear plates are provided to attach to the vehicle frame.
- *MAIN A-FRAME OUTRIGGERS* – A-frame outriggers are designed and constructed from high-strength steel. At maximum extension the outriggers provide 158” (4.0 m) of spread and 7.9” of penetration based on a 40” (1.02 m) frame height. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and separate operating controls for each outrigger. Slide pads at each leg ensure smooth operation. The standard pivot feet swivel a minimum of 100 each way.
- *AUXILIARY A-FRAME OUTRIGGERS* – A-frame outriggers are designed and constructed from high-strength steel. At maximum extension the outriggers provide 147.5” (4.0 m) of spread and 6.1” of penetration based on a 40” (1.02 m) frame height. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and separate operating controls for each outrigger. Slide pads at each leg ensure smooth operation. The standard pivot feet swivel a minimum of 100 each way.
- *HYDRAULIC PUMP* – Tandem gear pump supplies 15 and 25 gpm, which combine for 40 gpm.
- *OIL RESERVOIR* – 50 gallon bulkhead mount reservoir. Includes cleanout, 10 micron return filter that can be replaced without draining the reservoir, dipstick, 100 mesh (149 micron) suction screen, gate valve, and magnetic drain plug.

- *THROTTLE CONTROL* – Variable speed foot operated pedal used to control the engine speed from the lower control station.
- *OUTRIGGER/BOOM INTERLOCK* – The outrigger/boom interlock system is designed to prevent the boom from operating until the outriggers contact the ground. It also prevents the outriggers from being retracted before the boom is properly stowed.

*CAB & CHASSIS MEETING THE FOLLOWING SPECIFICATION (OR EQUIVALENT)*

- 2013 International 4300 4x2 cab and chassis with 102 inch CA
- International MaxxForce DT 245 HP diesel engine
- Allison 3500 RDS 6-speed series automatic transmission.
- 33,000 GVWR with 13,000 lbs front and 20,000 lbs rear
- Air brake system with Bendix air dryer heater
- Engine block heater
- Trailer connections with hand control valve and tractor protection valve
- 50 gallon fuel tank mounted right side under cab
- AM/FM radio
- Back up alarm
- Manual air conditioning system
- Goodyear 11R22.5G661HSA tires front and rear (497 rev/mile)
- Painted Winter White or Yellow

*DAKOTA BODY FLATBED & TRANSVERSE COMPARTMENT BOX (OR EQUIVALENT)*

- 132" long x 96 "wide flatbed with 12 ga. hot rolled tread plate floor with exterior stake pockets installed.
- Curbside access (24 in. W) with gripstruct access steps to bed area with cable step
- Four (4) outrigger pad holders
- Grab handle and access step at rear
- 94" wide 7-lamp light bar installed at rear of tail shelf
- Rubber mounted recessed LED rear lighting kit with harness
- 48" long x 60" high x 96" wide transverse compartment with the following:
- Stainless steel two point automotive paddle latch with new rotary door latch
- Chain stops on all doors
- Automotive bulb type weather stripping
- Barn type compartment doors
- Four (4) 3/8" round stock fixed material hooks (2-0-2) on streetside
- Three (3) transverse drawers on curbside

*UNIT SHOULD HAVE THE BELOW ITEMS OR EQUIVALENT INSTALLED*

- VERSALIFT TMD2047 digger derrick, mounting hardware, PTO and pump.
- Dakota Bodies Inc. flatbed and transverse box.
- Flatbed and non-skid painted black, transverse box painted to match cab and chassis.
- Installed boom rest on front outriggers with strobe beacons.
- Installed access ladder, platform rest, park brake interlock system and mud flaps.
- Installed BP-100 Buyers pintle hitch, reinforcements, D rings, six and seven prong trailer plugs.
- Glad hands relocated to rear of chassis.
- Wheel chocks, outrigger pads, fire extinguisher and 3-piece triangle reflector kit furnished.
- Test ride completed on unit for 1 hour.
- Test and certify per ANSI A92.2-2001.

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

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

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

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

## **PREFERENCE CERTIFICATION**

(All Bidders Must Furnish ALL Applicable Information Requested Below)

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

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

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

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

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

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

- 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
- 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

## 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.

### 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.