



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	12/22/10	QUOTE DUE BY:	TUESDAY, JANUARY 4, 2011 AT 1:00 P.M., C.S.T.	F.O.B. REQUIREMENTS:	DESTINATION
TIME REQUIRED FOR DELIVERY:	ASAP	QUOTATION NO:	Q10-11337- TB	BUYER NAME /TELEPHONE NUMBER:	TAMMY BAKER PROCUREMENT AGENT 573-472-5369
TO BE DELIVERED NO LATER THAN	PLEASE ADVISE DELIVERY TIME				
District Mailing Address/Facsimile #:	P. O. Box 160 Sikeston, MO 63801 573-472-5890		Delivery Locations:	MoDOT Jackson Maintenance Facility 200 Hwy Y Jackson, MO 63755	

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
		1.0 Description. The scope of this contract shall consist of furnishing and delivering sanitary sewer pipe, fittings and appurtenances to MoDOTs Jackson Maintenance Facility. Located in Jackson, Mo. approximately 2 miles south on US 61 from exit 105 off of I-55.			
		Pricing to remain firm for 180 days from date of award in the event additional purchases are required.			
		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.			
		The cost of all materials, shipment and off-loading necessary for delivery shall be included in the bid price.			

TOTAL ORDER EXTENSION					"PRICING PAGE" ATTACHED

If checked, the following item is a provision of this quotation.

If this quotation is accepted, the quoting firm will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations for each affected craft and type of workmen. The current General Wage Order may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.

Company Name: _____

All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.

VENDOR NOTES

VENDOR INFORMATION

Vendor Name /Mailing Address	Vendor Contact Information (including area codes):		
	Phone #:		
	Fax #		
	Cellular #		
Printed Name and Title of Responsible Officer or Employee:		Signature:	

Is your company registered/certified with the State of Missouri as a (please circle):			
Is your firm MBE Certified?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Is your firm WBE Certified?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Would your company like information on becoming a registered/certified MBEWBE vendor?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>

List all agencies your firm is currently certified with? _____

"PRICING PAGES"
Q10-11337-TB

Quantity	UM	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
2.0		Pipe and Fittings for Service Laterals (PVC)			
2.1		Shall meet the requirements of ASTM D-1784 cell classification 12454-B for PVC compounds, and ASTM D-3034 for poly vinyl chloride (PVC) sewer pipe.			
2.2		Minimum wall thickness shall conform to Standard Dimension Ratio 35 (SDR 35).			
2.3		Fittings: Shall meet the requirements of ASTM D-1784 cell classification 12454-B for PVC compounds, and ASTM D-3034 for poly vinyl chloride (PVC) sewer fittings. Fittings shall be solvent welded socket-type, in accordance with ASTM D-2467.			
272	FT	4" PVC PIPE			
393	FT	6" PVC PIPE			
3	EA	4" X 4" X 4" PVC WYE (S.W.)			
8	EA	6" X 6" X 4" PVC WYE (S.W.)			
2	EA	8" X 8" X 6" PVC WYE (S.W.)			
9	EA	4"-45 DEGREE PVC ELBOW (S.W.)			
1	EA	4" - 90 DEGREE PVC ELBOW (S.W.)			
8	EA	4" PVC CLEANOUT (THREADED) FITTING (S.W.)			
8	EA	4" PVC CLEANOUT (THREADED) PLUG (S.W.)			
1	EA	6" PVC PIPE CAP (S.W.)			
8	EA	10" CAST IRON CLEANOUT FRAME & COVER (AASHTO M 306 RATED)			
3.0		Pipe and Fittings for Force Main Connection (4")			
3.1		PVC, AWWA Pipe: 4" I.P. size AWWA C900/RJ (Restrained-Joint), Class 305 (DR14), Certainteed Certa-Lok System or equal.			
3.2		Flange Adapters: Flange adapters shall be the cast iron slip-on type retained by set screws. Flange body shall be ductile iron, ASTM A-536, Grade 65-45-12. Set screws shall be manufactured from AISI 4140 steel, heat treated to Rockwell C 42-50 and zinc plated. Set screws shall have break away torque heads. Flange adapters shall conform to ANSI B16.1 for machining and drilling. Gaskets shall be standard mechanical joint gaskets, EPDM or Buna-N. All non-plated ferrous metal parts shall be shop primed with an epoxy primer, for finish painting in the field. Flange adapters shall be Ford Meter Box Corporation "UNI-Flange Series 200" or equal.			

3.3 Mechanical Couplings: Mechanical couplings shall be gasketed, sleeve-type, sized to properly fit the pipes to joined, with steel or ductile iron middle ring, steel or ductile iron follower rings, and synthetic rubber gaskets. Gaskets shall be SBR, Buna-N, or EPDM. All ferrous metal surfaces shall be shop coated with an epoxy coating for corrosion resistance. All hardware shall be 300 series stainless steel. Mechanical couplings shall be Ford Meter Box "Style FC1, Style FC2A, Style FC3, or Style FC23", Dresser "Style 38 or Style 162", Rockwell "441 or 411".

Quantity	UM	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
1	EA	4' DIA X 12" LONG C.I., MJ SLEEVE			
10	EA	4" DIA I.P. TRANSITION FLANGE (USE WITH C900)			
2	EA	3" DIA I.P. TRANSITION FLANGE (USE WITH C900)			
3	EA	4" DIA I.P. X 2 " THREADED MJ TEE (USE WITH C900)			
2	EA	4" DIA C.I. MJ WYE			
2	EA	4" DIA C.I. MJ 45 DEGREE ELBOW			
2	EA	4" DIA C.I. MJ 90 DEGREE ELBOW			
2	EA	4" DIA C.I. MJ PLUGS (END CAPS)			
2	EA	2" DIA THREADED AIR RELEASE VALVE (A.R.I. D-025 OR EQUAL)			
2	EA	2" DIA THREADED GAVE VALVE			
2	EA	24" DIA X 5' LONG PVC PIPE SLOTTED TO PASS A 4" C.I.P. (USE AS VAULT)			
2	EA	METER BOX LID (FORD NO. 24 OR EQUAL)			
4	EA	2" DIA X 4" LONG BRASS NIPPLE			
1750	FT	4" I.P. SIZE C900 RESTRAINED-JOINED PVC PIPE			
350	FT	8" I.P. SIZE C900 RESTRAINED-JOINT PVC PIPE			
4	EA	4" I.P. SIZE C900 RESTRAINED-JOINT PVC PIPE 45 DEGREE SWEEP			
4	EA	4" I.P. SIZE C900 RESTRAINED-JOINT PVC PIPE 22.5 DEGREE SWEEP			
4	EA	4" I.P. MECHANICAL COUPLING			
TOTAL EXTENDED BID PRICE					

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. 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.
- b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers 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. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material 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 Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT 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/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. 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.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Executive Order

- a. 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

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- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
- 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

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Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.