



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

REQUEST FOR QUOTATION

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: JULY 31, 2013	QUOTE DUE BY (DATE AND TIME): AUGUST 12 2013 @10 :00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED: INDICATE BEST DATE ON PRICING PAGE	QUOTATION #: SL14-024-RW THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: TERRI MOUNT 314-301-1431 TERESA.MOUNT@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION DISTRICT 6 PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:314-301-1437 or 573-526-0016		Delivery Locations: MoDOT Bridge Maintenance 6138 Wilson Ave. St. Louis, MO. 63139

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED ON PRICING PAGE DELIVERY TIME MUST BE LISTED

Quantity	U/M	DESCRIPTION (including size and/or part #'s)		
Galvanized Metal Mesh Panels per Specifications indicated herein. Attachments: Panel Detail; MDOT Specifications; Clamp Detail for Mesh Panel 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. <u>Notification of award will 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.</u> Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.				

VENDOR NAME:

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):		
	Phone #:		
	Fax #:		
	Cellular #:		
	Email:		
Printed Name and Title of Responsible Officer or Employee:	Signature:		
Is your company registered/certified with the State of Missouri as a (please circle):			
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO	
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES	NO	

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **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:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

SCOPE OF WORK

Metal Mesh Panels SL14-024-RW

2.1 General Requirements:

2.1.1 The contractor shall manufacture, provide and ship framed galvanized metal mesh panels as described herein, for the purpose of catching debris that delaminates or is separated and spalls from the bridge deck bottom.

2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.

2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment and supplies necessary to provide the deliverables/services required by this document.

2.2 Specification Requirements:

2.2.1 The contractor shall provide MoDOT with services in accordance with applicable specifications or as specifically noted in the following provisions.

2.2.2 **Required Specifications** – All materials, equipment, and/or services bid upon must comply with all pertinent standards and specifications as accessible on both the Michigan Department of Transportation (MDOT) website (www.michigan.gov/mdot) under “Maps and Publications” and “Plans and Specifications”, and the Missouri Department of Transportation website (www.modot.mo.gov) under “Business With MoDOT”, and “Standards and Specifications”. The effective version of the Missouri specifications will be determined by the letting date of the project.

2.2.3 Specifically for this project, all materials, elements and procedures involved with the production of the metal mesh panels shall conform to the Michigan Standard Specifications as listed later in these special provisions. In addition, compliance with the Missouri Standard Specifications including, but not limited to: 106, 607, 712, 1043 and 1080 shall also be maintained unless as specifically modified by the Materials or Construction special provisions listed below.

2.2.4 The supplemental bidding documents mentioned above contain all current revisions to the bound printed version and have important legal consequences. It shall be conclusively presumed that they are in the bidders’ possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted for this project.

2.3 Background Information:

2.3.1 These framed galvanized mesh panels were developed by the Michigan Department of Transportation (MDOT) for the purpose of acting as falsework to catch debris beneath bridge deck(s), but also allow the ability to continue inspection of the deck bottoms without obstructing view. They will be installed on the top surfaces of bottom girder flanges and slid into place below areas that may exhibit the potential to shed concrete, or delaminate and produce debris from the underside of the deck. Panel installation on site to be performed by others and is not a part of this contract.

2.3.2 All panels produced for this contract shall meet or exceed the MDOT specifications listed in the Materials and Construction Requirements portions of these provisions. Copies of the referenced specifications have been provided along with these provisions and can also be referenced on the Michigan Department of Transportation website (www.michigan.gov/mdot).

2.3.3 For the purpose of this contract, there will be 2 different panel lengths (measurement between girders) specified. Regardless of the panel length, all panels shall have the same panel width (measured along girder centerline). Required panel dimensions are listed later in these provisions.

2.3.4 Panel lengths were determined by measuring the specific girder bay widths from inside face to inside face of the webs and subtracting 2 inches. This reduction in dimension allows for installation of panels, yet not enough reduction to allow the panels to excessively shift with vibration.

2.4 Materials Requirements:

2.4.1 The materials necessary to fabricate the galvanized framed mesh panels, as well as the coating processes, shall meet the requirements of sections 906 and 907 of the Michigan Dept. of Transportation Standard Specifications for Construction.

2.4.2 Square tubing utilized in the fabrication of the panels must conform to ASTM A 513.

2.4.3 Chain link fence fabric utilized in the fabrication of the panels must conform to ASTM A 392.

2.4.4 Fence fittings and hardware utilized in the fabrication of the panels must conform to ASTM F 626.

2.4.5 Bolts utilized in the fabrication of the panels must conform to ASTM F 1554 Grade 36.

2.4.6 Nuts and washers utilized in the fabrication of the panels must be in accordance with subsection 906.07 of the Michigan Dept. of Transportation Standard Specifications for Construction.

2.4.7 All materials certifications specifying the raw material grade and quantity as specified by Missouri Standard Specifications shall be forwarded to MoDOT .

2.5 Construction Requirements:

2.5.1 Panels shall be fabricated in accordance with section 707 of the Michigan Dept. of Transportation Standard Specifications for Construction and according to the details specified in these provisions.

2.5.2 Shop welders, welding operators, welding equipment and welding procedures shall be qualified in accordance with the most current version of *AWS D1.1, Structural Welding Code – Steel*.

2.5.3 All materials not supplied with zinc coating shall be hot-dipped galvanized in accordance with ASTM A 123 or ASTM A 153 as applicable. All welded members shall be hot-dipped galvanized after welding has been completed.

2.5.4 The steel frame shall be fabricated using 1 ½ inch, 11 gauge square tubing.

2.5.5 The galvanized chain link fabric shall be constructed using 9 gauge wire with 1 inch mesh openings.

2.5.6 The galvanized chain link fabric shall be tensioned with ½ inch 9 gauge flat galvanized steel bars, attached to the tube frame utilizing 11 gauge galvanized steel clamps and 5/8 inch galvanized bolts, nuts and washers.

2.5.7 All panels shall be fabricated free of warps and distortion.

2.5.8 Specific details for the required panels are listed below, along with estimated costs for each size (not including shipping):

Panel Length (ft-in)	Panel Width (ft-in)	Total # Panels	Approx Sq-ft Total
6 ft 9 in	4 ft 0 in	105	2,835
5 ft 10 in	4 ft 0 in	15	350

2.5.9 A detailed drawing of the Metal Mesh Panel, as well as the Clamp and Fastener Assembly has been included with these bid documents. The following verbal notes shall be used in conjunction with the drawings to properly fabricate these items:

2.5.9.1 The panel length, as designated by the asterisk (*) on the detailed drawing shall be fabricated using the overall out-to-out lengths listed in the table above.

2.5.9.2 All panels will be manufactured with uniform out-to-out widths as listed in the table above.

2.5.9.3 The intermediate tube running lengthwise through the panels shall be placed at the midpoint of the panel widths.

2.5.9.4 The clamp spacings along the panel width shown on the bottom of the drawing shall be replicated in mirrored form for the opposite end of the panels, as the drawing depicts.

2.5.10 Unless the winning bidder has successfully produced panels that meet the enclosed specifications prior and provides documentation to that effect, including references reflecting positive results, the winning bidder will be required to produce a single panel and alert MoDOT when this panel has been fabricated. MoDOT

reserves the right to inspect this panel before any others are produced to verify the panel construction is satisfactory before production on the remainder of the order occurs.

2.6 Delivery Requirements

2.6.1 The winning bidder is responsible for shipping all of the panels to the address listed below:

Missouri Dept. of Transportation – Bridge Maintenance
6138 Wilson Ave
St. Louis, MO 63139

2.6.2 The winning bidder shall provide notice of shipment 1 week in advance of the anticipated day of delivery, and again 24 hours prior to reaching the delivery site listed in 2.6.1, to allow for planning of unloading and storage of the panels. A contact name and number for the delivery site will be provided to the winning bidder upon contract award.

2.6.3 MoDOT will be responsible for providing the equipment and personnel necessary to unload the panels, as long as the appropriate notices have been provided in accordance with 2.6.2 above. If the appropriate notices are not given, MoDOT will not be responsible for any delays, perceived damages or additional costs incurred by the shipping contractor or material supplier while arranging for manpower or equipment needed to unload the delivery.

2.6.4 Delivery of the materials to the location designated in 2.6.1 shall occur between the hours of 7 am and 4 pm, Monday through Friday only. Shipments shall not occur on any Federal or Missouri state holidays.

2.6.5 Along with the bidding documents, the contractor shall supply MoDOT with the earliest available date upon which the order can be delivered.

2.6.6 The panel order must be shipped complete and without damage, no partial order shipments will be allowed.

2.6.7 There will be no separate pay item for shipping. All shipping costs shall be incorporated into the per panel item cost.

2.7 Payment Requirements

2.7.1 Upon satisfactory delivery of the materials to the site specified in 2.6.1, the contractor shall submit an itemized invoice as instructed in these bid documents.

2.7.2 There will be no separate pay item for shipping. All shipping costs shall be incorporated into the cost of the panel.

2.7.3 Bid items for product are as listed below:

Steel Mesh Bridge Panel - Large (6ft 9in x 4ft 0in)	105 each
Steel Mesh Bridge Panel - Small (5ft 10in x 4ft 0 in)	15 each

2.7.4 Panels will be paid according to the number and dimension reflected in these provisions. No pay adjustments will be made for fabrication dimensional deviations made within the acceptable tolerances specified in these provisions.

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The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFQ. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

QTY	U/M	DESCRIPTION	UNIT COST	EXTENDED COST	Delivery from receipt of order
105	EA	Galvanized Metal Mesh Panels 6ft, 9 in L x 4ft 0 in W*			
15	EA	Galvanized Metal Mesh Panels 5 ft 10 in L x 4 ft 0 in W**			

- *Approximately 2832 square feet **Approximately 350 square feet

COMPANY:_____DATE:_____

SIGNATURE:_____TITLE;_____

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.

SPECIAL TERMS AND CONDITIONS

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.

Delivery – Additional Requirements

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

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

December 25

Christmas Day

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

COOPERATIVE AGREEMENT NOTICE

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

Each bidder is asked to indicate below whether they would be willing to offer **Bridge Mesh Panels** listed in the attached "Request for Quote" for sale to these local political entities at the same bid price offered to this Department.

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

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

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)