

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: 12/3/13	QUOTE DUE BY (DATE AND TIME): DECEMBER 11, 2013 @10 :00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED: INDICATE BEST DELIVERY DATE BELOW – AVAILABILITY MAY BE A FACTOR IN AWARD	QUOTATION #: SL14-068-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	Delivery Locations: Operations Complex 2309 Barrett Station Road Ballwin, MO. 63021	
Facsimile #:314-301-1437 or 573-526-0016		

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	Unit Cost
1	Each	Provide winch for a 2005 Cormach Model 12000 EA Knuckle boom Crane, Serial # 4413058 (per attached drawing BW900), Indicate brand, mfg, part number below:	
1	Total	Installation of winch <i>If installation cost is \$5000.00 or more, E-Verify documentation and affidavit must be submitted with bid.</i>	
		TOTAL COST	
		Indicate lead time for part : _____ Days Indicate installation time: _____ Days Anticipated completion date: _____ (May be a factor in award)	

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. 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. **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.**

Award may be determined by best overall lead time in conjunction with cost.

The contractor shall agree and understand that providing the installed and functional unit in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

If the contractor does not complete the entirety of work outlined in this bid and have the referenced unit operable upon the indicated combined lead times ARO the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$100.00** per day for each full day that the unit installation is not complete and operable.

- a. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
- b. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
 1. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

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):		
NO	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

This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 <u>Addresses of Missouri Offices or Places of Business.</u>		
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:		
<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 <u>M/WBE Information</u>		

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

- 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

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to
this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein
stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task,
employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including
but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal
work authorization program operated by the United States Department of Homeland Security, and the aforementioned
business entity shall participate in said program to verify the employment eligibility of newly hired employees working in
connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have
attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a
federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall
not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or
authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied
pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though
285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the
state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned
business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

DATI TECNICI - TECHNICAL DATA - DONNÉES TECHNIQUES

STRATO LAYER COUCHE	TIRO PULL EFFORT	P (BAR)	18 (l/min) V1 (m/min)	25 (l/min) V2 (m/min)	35 (l/min) V3 (m/min)	41 (l/min) V4 (m/min)	Lunghezza max. fune accum. (m) Max. winding rope (m) Maximum sur le tambour (m)
1°	1150	175	16,43	23,18	29,64	38	12,1
2°	1060	175	17,63	25,01	31,98	41	25,1
3°	980	175	19,35	27,45	35,10	45	39,4
4°	900	175	20,64	29,28	37,44	48	55,0

PESO ARGANO SENZA FUNE WINCH WEIGHT WITHOUT ROPE POID DU TREUIL SANS CÂBLE	kg	59	lbs	130
PRESSIONE DI SOLLEVAMENTO LIFTING PRESSURE PRESSION DE LEVAGE	bar	175	psi	2485
PORTATA MAX MAX PUMP DELIVERY DEBIT MAX D'ALIMENTATION	L/min	41	gal/min	10.83
CILINDRATA MOTORE MOTOR DISPLACEMENT CYLINDRÉE MOTEUR	cm ³ /giro	18	in ³ /rev	1.098
RAPPORTO DI RIDUZIONE GEARING DOWN-RATIO RAPPORT DE RÉDUCTION		32,5		32,5
COPPIA FREINANTE STATICA (EFFETTIVA) BREAKING STATIC TORQUE (REAL) COUPLE DE FREINAGE STATIQUE (EFFECTIVE)	daN/m	180,3	lbf	396.66
CLASSE MECCANISMO (DIN 15020) MECHANISM CLASS CLASSE DE MÉCANISME		2M		
QUANTITÀ OLIO DI RIFORNIMENTO OIL QUANTITY QUANTITÉ D' HUILE	l	0,7	galUSA	0.1848
TIPO OLIO DI RIFORNIMENTO OIL TYPE TYPE DE L' HUILE		ISO VG 150		

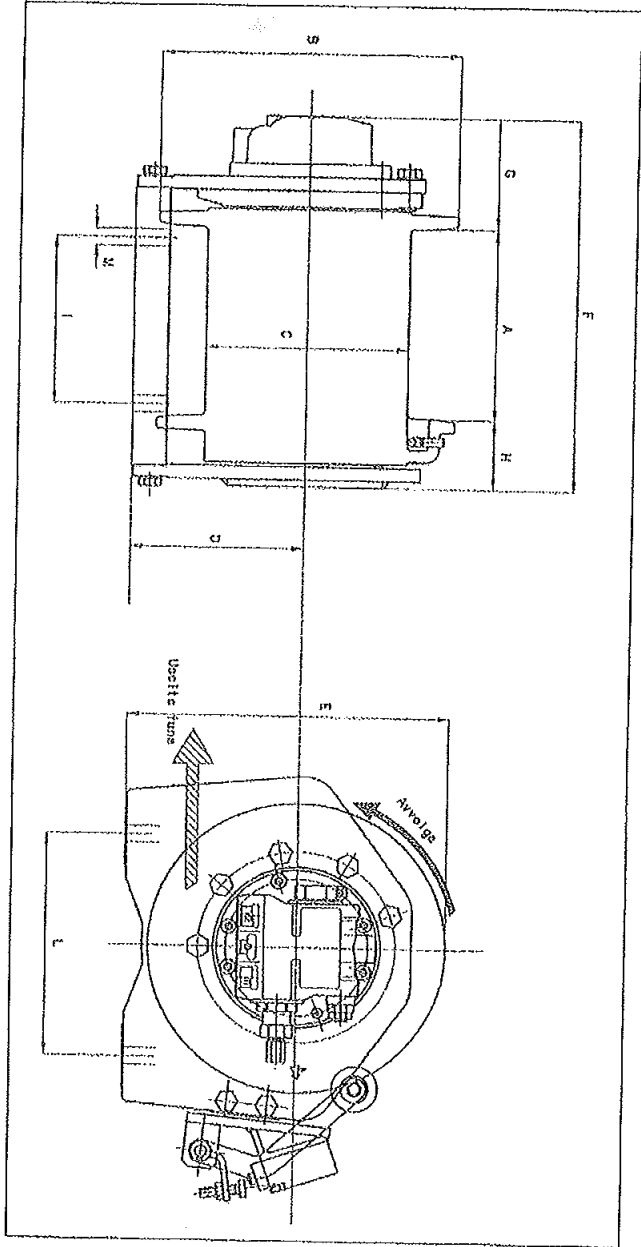
TIPO FUNE ROPE TYPE TYPE DE CÂBLE	19x7			
DIAMETRO FUNE ROPE DIAMETER DIAMÈTRE DU CÂBLE	mm	8	in	0.31
CARICO ROTTURA MINIMO FUNE MIN BREAKING FORCE CHARGE DE RUPTURE MIN DU CÂBLE	daN	4730	lbf	10406
QUANTITÀ FUNE MAX ACCUMULABILE (*) MAX ROPE QUANTITY ON DRUM QUANTITÉ MAX DE CÂBLE SUR LE TAMBOUR	m	55	ft	180.44
DIAMETRO PULEGGE DI RINVIO RETURN PULLEYS DIAMETER DIAMÈTRE DES POULIES DE RENVOI	mm	172	in	6.77
PESO FUNE AL m/ft ROPE WEIGHT m/ft POIDS DU CÂBLE m/ft	kg/m	0,26	lbs/ft	0.17

(*) La quantità varia in funzione della macchina; la lunghezza effettiva è riportato nel manuale tecnico commerciale della gru specifica più grande.

(*) The quantity change per crane lifting capacity; the real length is marked on the technical and commercial book of the specific crane with the more lifting capacity.

(*) La quantité change en fonction de la capacité de la grue; la longueur effective est indiquée sur le manuel technique et commercial de la grue spécifique avec la plus grande capacité.

BW900



DATI DIMENSIONALI - DIMENSIONS - DIMENSIONS

	A	B	C	D	E	F	G	H	I	L	M
mm	170	260	175	151	280	333	100	63	170	200	15
m	0,170	0,260	0,175	0,151	0,280	0,333	0,100	0,063	0,170	0,200	0,015

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 "Item by Item" 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**.