



**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:<br>SEPTEMBER 30, 2014   | QUOTE DUE BY (DATE AND TIME):<br>OCTOBER 16, 2014 10:00 A.M.   | F.O.B. REQUIREMENTS:<br>DESTINATION   |
| TO BE DELIVERED/COMPLETED NO LATER THAN: <b>INDICATE BEST SHIP DATE,</b>  | QUOTATION #: <b>SL15-052-RW</b><br>THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE. | BUYER NAME/TELEPHONE NUMBER:<br>TERRI MOUNT<br>314-301-1431<br><a href="mailto:TERESA.MOUNT@MODOT.MO.GOV">TERESA.MOUNT@MODOT.MO.GOV</a> |
| Procurement Mailing Address #:<br>MISSOURI DEPT. OF TRANSPORTATION<br>DISTRICT 6 PROCUREMENT OFFICE<br>2309 BARRETT STATION RD.<br>BALLWIN, MO. 63021<br><br>Facsimile #:314-301-1437 RESPONSES MAY BE FAXED OR EMAILED | Job Location:<br>Operations Complex Signals & Lighting<br>2309 Barrett Station Rd.<br>Ballwin, MO. 63021                             |   |

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

| Quantity | U/M | DESCRIPTION<br>(including size and/or part #'s)   | Unit Cost | Extended Cost |
|----------|-----|---|-----------|---------------|
| 3        | Ea  | Valmont Lighting Pole(s)<br>Part number DS210-T00E400-P2-FP/GV-VD-NC-LESS-AB<br>40' Round Tapered steel, Tenon top to replace original poles manufactured in 2004<br><br><i>(see attached specification sheet)</i><br><br>Indicate Lead Time<br>: |           |               |

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.**

**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.

|                     |
|---------------------|
| <b>VENDOR NAME:</b> |
|---------------------|

**FEDERAL ID #**

**VENDOR INFORMATION**

|  |   |    |
|--|---|----|
| Vendor Name/Mailing Address:   | Vendor Contact Information (including area codes):<br>Phone #:<br>Fax #:<br>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):  |   |    |
| 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 |

SL15-052-RW  
POLE SPECIFICATIONS

Valmont's original job number for these poles is **J007477**.

Valmont catalog number: **DS210-T00E400-P2-FP/GV-VD-NC-LESS-AB**

Below are the specifications from the JSP of job number J6I1486 when the original poles were built in 2004.  
40 foot, Round Tapered Steel, Tenon top.

**4.2.1.1 Wind Loading and Vibration.** The detailed design and fabrication of the pole shaft and of the arms shall be according to AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" current at the time the project is advertised and for bridge induced vibrations. There shall be no vibrations in the shaft or arm(s) under moderate wind pressure, where damage may result to the luminaire(s) and/or its component parts, and/or the arm(s). **An internal dampening device, as an integral part of the shaft, shall be installed in the shaft to alleviate such excessive vibrations.** The proposed vibration-dampening device shall be submitted for the Engineer's approval. Each pole shall have the manufacturer, lot number, and date of manufacture permanently stamped on the top of the base plate or other location approved by the Engineer.

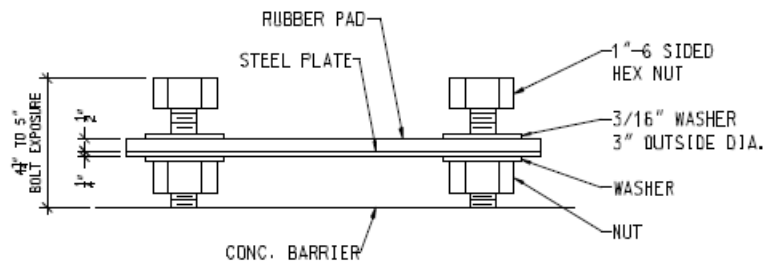
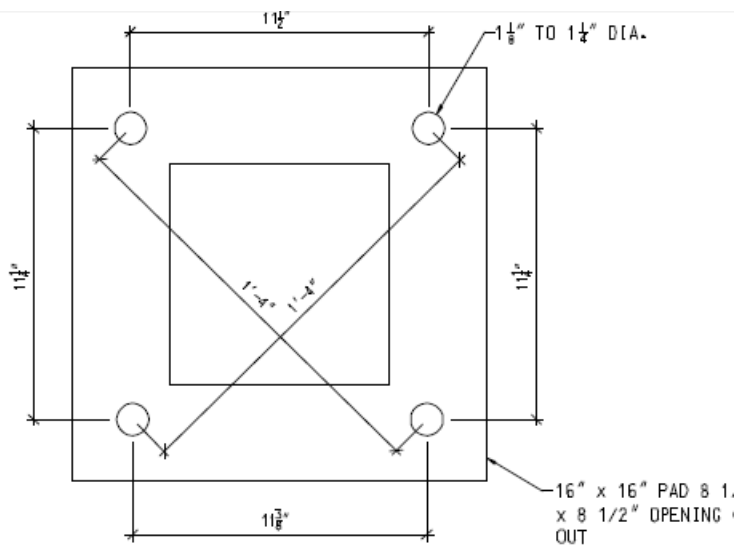
**4.2.2 Round Tapered Steel Poles.**

**4.2.2.1 General.** One-piece poles shall be furnished. **Poles shall have a nominal mounting height 40 feet.** Pole shafts for mounting heights greater than 35 ft but less than 50 ft shall have a 10 inch minimum outside bottom diameter tapering to a 4 inch minimum outside top diameter and shall have a bolt circle to match the existing pole foundations. Based on field data it appears that the existing bolt circle is 16-inch diameter. Contractor shall confirm the existing bolt circles and anchor bolt projections at each pole foundation. The minimum wall thickness shall be 7 gauge and shall be increased as necessary to satisfy the design loading requirements.

**4.2.2.2 Finish Coating.** Poles shall have a powder paint coating over a galvanized coating. **Finish color shall be dark bronze.** Contractor shall coordinate the pole color and the luminaire color to match. Poles, pole bases, and covers shall be hot-dipped galvanized inside and out after fabrication, in accordance with ASTM A123 (fabricated products) or ASTM A153 (hardware items). After the poles receive a hot dipped galvanized finish they shall be prepared for a powder paint coating. The exterior steel surface shall be blast cleaned to Steel Structures Painting Council Surface Preparation Specification No. 7 (SSPC-SP7) requirements utilizing cast steel abrasives. All exterior surfaces shall be coated with a durable Urethane or Polyester Powder paint coating. Prior to application, the zinc-coated substrate shall be preheated to a maximum temperature of 450 Deg F for a minimum of one hour. The coating shall be then be electrostatically applied and cured in an oven at a temperature of 400 Deg. F. The thermosetting powder resin shall provide both intercoat as well as substrate fusion adhesion that meets 5A or 5B classifications of ASTM D3359.

**4.2.2.3 Tenon Top.** Only a single fixture is proposed to be mounted to a **single tenon** on the pole for this project, however the pole shall be designed and manufactured for twin 100 lb luminaires having an effective projected area each of 3.85 sq. ft. on a twin tenon bracket. Note a twin tenon bracket is not required for this project. Poles shall meet the AASHTO loading criteria referenced above and bridge induced vibrations. Pole loading calculations, certified by the manufacturer, shall be submitted to the Engineer as part of the data and product information submitted for approval. A tenon shall extend 4 in. above the pole top and meet AASHTO loading requirements for the luminaires referenced above. The tenon shall have an outside diameter of 2.375 in. and shall be made of the same material as the pole shaft. The Contractor shall coordinate the pole top tenon size with the luminaire tenon mount to ensure compatibility. The indicated mounting height for the tenon top pole shall be taken from the bottom of the pole base plate and shall be measured to the top of the pole.

Pole base specifications:



POLE #20 (FAST ROUND)

## STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

### GENERAL TERMS AND CONDITIONS

#### Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

#### Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

#### Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

#### Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

#### Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**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

### Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

### Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

|                             |                                    |
|-----------------------------|------------------------------------|
| 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                      |

- b. 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**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.
- a. .

### Preferences

- a. 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.**
- b. 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.

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

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

|   |  |
|---|--|
| <b>Vendor Name/Mailing Address:</b><br><br>Email Address: | <b>Vendor Contact Information (including area codes):</b><br><br>Phone #:<br>Cellular #:<br>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:

- 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