



**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES \$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: 05/28/13	QUOTE DUE BY: JUNE 12, 2013 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED: THIRTY DAYS ARO	RFQ # SE13-Q458-RJ THIS QUOTATION NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION. (QUOTATION MAY BE FAXED OR EMAILED)	BUYER NAME: TAMMY BAKER PHONE NUMBER: 573-472-5369 FAX NUMBER: 573-472-5890 EMAIL: TAMMY.BAKER@MODOT.MO.GOV
Mailing Address: Missouri Department of Transportation Southeast District Office 2675 N. Main Sikeston, MO 63801		Delivery Location(s): MoDOT 3956 East Main Willow Springs, MO 65793

ALL QUOTATIONS SHOULD BE EXTENDED & TOTALED. DELIVERY TIME SHOULD BE LISTED

Quantity	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION
		Diamond Concrete Saw Blades, complying with attached Specification MGS 90-01H dated 2-11-10, for the following sizes:		
12	EA	Type II, 30" x 187"		
12	EA	Type II, 36" x 187"		
		Price to include shipping.		
		Quote may be faxed.		
TOTAL ORDER EXTENSION				

VENDOR NAME

- **Contract Award**
The contract will be awarded to the lowest responsive bidder determined as specified above.
 - a. Award of this quote will be made on an "All or Nothing" basis using the "lowest and best" principle of award.
 - b. Notification of award shall 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.
- **Standard Solicitation**
 - a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all quotes, 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.
- **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.
- **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.
- **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.

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:

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

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

SPECIAL TERMS AND CONDITIONS

Required Specifications

All materials, equipment, and/or services quoted upon must comply with the attached MoDOT Specification # MGS 90-01H dated 2-11-10 and any other provisions outlined in the solicitation documents. The material to be supplied shall comply with the quality and gradation requirements of the 2011 Edition of the Missouri Standard Specifications for Highway Construction and any revisions thereto, unless modified by these specifications.

F.O.B.

Price all materials as F.O.B. Destination. Delivery cost must be included in the unit price(s) & not listed separately.

Increase or Decrease Quantities

The quantities listed are MoDOT's best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities based upon budget constraints or changes in project requirements. The final quantity ordered by MoDOT shall be furnished at the same unit price.

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.

(T&C's Version May 2011)



DIAMOND SAW BLADES MGS-90-01H

1.0 DESCRIPTION. This specification covers professional grade segmented diamond saw blades of various diameters to fit concrete saws.

2.0 MATERIALS.

2.1 General. Diamond saw blades shall be of the type designated in the bid request, designed for use in cutting, sawing, or grooving the following pavements. In addition to normal manufacturing labeling, all blades shall be mechanically stamped or engraved with the year manufactured, country of origin including "USA" or "United States of America" when manufactured in the U.S.A., and color coded for type of blade as noted.

2.1.1 Type I. Type I shall be for use in steel reinforced Portland cement concrete containing limestone aggregate and color-coded white.

2.1.2 Type II. Type II shall be for use in steel reinforced Portland cement concrete containing siliceous gravel aggregate and color-coded blue.

2.1.3 Type III. Type III shall be for use in asphalt pavement and color-coded black.

2.2 Blade Blank (Core). The blades shall be slotted, heat treated and tensioned, new and unused steel, and run true when used in accordance with the manufacturer's recommendation for operating rpm. The blades shall be of a quality that will resist warping, bending, splitting or cracking. The blades shall have the standard arbor and drive pinholes as required for the specified blade diameter.

2.3 Blade Segments.

2.3.1 The total diamond bearing segment length shall be a minimum of 85 percent of the finished blade circumference. The individual diamond segments shall be permanently secured or bonded to the blade core by laser welding or silver soldering. The design of the blade and segment shall be such as to permit complete wearing and full use of the diamond concentrations forming the cutting edges, with slots for flushing material cuttings.

2.3.1.1 The diamond bearing segments without the mounting backer, if used, shall have a width of 0.187 ± 0.015 inches or 0.325 ± 0.015 inches or 0.375 ± 0.015 inches as specified in the bid request and a minimum depth of 0.375 inch.

2.3.1.2 The segment's matrix hardness shall be the manufacturer's standard metallurgical bond for the type of blade specified. The matrix shall be designed for the proper cutting ability for the blade type specified. This design information (type of aggregate, etc.) will be furnished upon request after the bid award but prior to delivery to the designated shipping locations.

2.3.2 Segment diamonds shall be 100% virgin synthetic diamonds certified to a minimum quality grade of General Electric MBS 950 Series. The segment diamonds shall be within the 30-40 and 40-50 mesh size of ANSI code B74.16 with no more than 8% retained on the 30 and no more than 8% passing the 50.

2.3.2.1 The recoverable diamond concentration in the segments shall be a minimum of 42 %, based on the standard of 72 carats per cubic inch of diamond bearing volume as equaling 100%



concentration. The diamonds shall be distributed uniformly throughout the depth and length of each segment to provide uniform wear for the life of the blade.

3.0 TESTING. Two blades will be selected at random of each size and type ordered and tested for compliance with this specification and in accordance with the following methods. The blades selected for testing will be returned to the supplier for repair or replacement at no additional cost.

3.1 Diamond Size. The diamonds removed will be sieved to determine conformance with the size requirements.

3.2 Diamond Content. The bond will be dissolved and the diamonds will be weighed to determine compliance with the recoverable diamond concentration requirements.

3.3 Segment Dimensions. The segments will be measured for compliance with the segment length, width and depth requirements.

4.0 ACCEPTANCE.

4.1 The supplier shall furnish to the engineer a manufacturer's certification for each shipment showing specific test results complying with the material and quality requirements of these specifications for each type of blade being furnished.

4.2 Acceptance of the blades will be based on a satisfactory manufacturer's certification and tests performed by the engineer.

4.3 If any of the requirements and/or specifications are not met, all blades covered by the purchase order will be subject to rejection.

5.0 PACKAGING AND MARKING. Unless otherwise stated, normal commercial packaging and packing will be acceptable. All packing shall be adequate to protect contents from damage. Shipping containers shall be marked to show contents, name of vendor, agency, and purchase order number, and the country of origin including "USA" or "United States of America" when manufactured in the U.S.A.

6.0 DELIVERY. Failure to comply with quoted delivery schedule may result in cancellation of order or forfeiture of a performance bond.

7.0 WARRANTY. The supplier agrees to replace or repair any blades free of any charge if the laser weld bond fails between the segment and the core during the useful life of the blade, or if the silver solder bond fails between the segment and the core within the first .050 inches of segment wear, depending on which type of blade is furnished. The supplier agrees to replace any blade that cracks or warps as a result of material defects during the initial 25% of the blade life.

7.1 This warranty is not intended to cover abuse to or misapplication of the blade.

8.0 ORDERING.

8.1 Blades are to be ordered by type, inches of diameter and width of blade.

8.2 The blades require inspection and acceptance by Materials at destination, prior to use.



CERTIFICATION STATEMENT
DIAMOND SAW BLADES

State Materials Engineer
P. O. Box 270
Jefferson City, Missouri 65102

Dear Sir:

We hereby certify that the diamond saw blades described below comply with all requirements of Specification MGS-90-01H and in accordance with Bid Request No. _____.

The following blades manufactured by _____ are covered by this certification.

Purchase Order No.	Destination	Quantity & Size	Shipping Date

Following are results of test performed on these blades:

Chemical Composition

Percent C _____
Percent Mn _____
Percent P _____
Percent S _____

Hardness _____

Weight Per Linear Foot _____

Certified By: _____

Title: _____

Date: _____

Results of tests may be shown on attachments rather than on this form, if preferred.

This form is to be completed, signed, and submitted in triplicate for each shipment, at the same time as blades are shipped. A shipment is defined as all blades represented on one certification and shipped on one date, regardless of various destinations.

