



**MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION**

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 20, 2011	RESPONSES DUE NO LATER THAN: AUGUST 2, 2011 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION BELOW)
TO BE DELIVERED BY: SPECIFY DELIVERY TIME IN THE SPACE PROVIDED BELOW.	REQUEST # NE-15Q-R2 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 FAX NUMBER: (660)-385-1707
Mailing Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552	Delivery Location: MoDOT – Northeast District Macon Maintenance Building 26988 US Hwy 63 (Rt. 63 – 0.5 mile South of Rt. DD) Macon, MO. 63552 (Macon County)	

VENDOR NAME: (Please enter your company name in this block)

Quantity	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION
100	Feet	Polyethylene Culvert Pipe Liner to fit existing 27" Corrugated Metal Culvert Pipe (Five 20' pieces)	\$	\$
Delivery Time (A.R.O. = After Receipt of Order):				A.R.O.

SPECIAL TERMS AND CONDITIONS

Required Specifications

All materials must comply with MoDOT Specification #MGS-92-11M and any other provisions outlined in the solicitation documents. When choosing materials for pipe lining projects, several variables are considered, such as the cost efficiency of methods for lining existing culverts, ease of installation, the quality of the completed installation, and durability, as well as matching existing inventory and the requests received from our field maintenance staff. Therefore, **DISTRICT TWO WILL ONLY ACCEPT "TYPE II (Screw Together)" AS DESCRIBED IN SECTION 2.1.2 OF THE SPECIFICATION** .

Award

Award of this solicitation will be made on an "All Or Nothing" basis using the "lowest and best" principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for tabulation/award results.

F.O.B.

Price all materials as F.O.B. Destination. Delivery cost must be included in the unit price & 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.

Delivery – Additional Requirements

The vendor shall furnish MoDOT with a planned delivery schedule at least 24 hours before starting delivery. Notification should be during the normal workday preceding the day on which the vendor desires to initiate delivery. It will be necessary for a MoDOT representative to be present when material is delivered. The Macon Maintenance Buildings current work hours are Monday through Thursday, 6:30 AM to 5:00 PM.

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses may be faxed, mailed, or hand-delivered.



CULVERT PIPE LINER MGS-92-11M

1.0 Description. These specifications cover the purchase of polyethylene pipe liners (PPL) for lining existing culvert pipes for maintenance purposes.

2.0 Materials.

2.1 Liner Pipe. Pipe shall be PE or PVC and shall comply with the requirements for the Type listed.

2.1.1 Type I. Type I PPL shall comply with the requirements of ASTM F 714 (Max. DR 32.5).

2.1.2 Type II. Type II PPL shall be manufactured from material meeting ASTM D 3350 Cell Classification 345464C and shall comply with the dimensional requirements of Table 1 of this specification or Table 2 if approved by the engineer.

2.1.3 Type III. Type III PPL shall comply with the requirements of ASTM F894 open profile, Class RSC 100 or RSC 160.

2.1.4 Type IV. Type IV PVC pipe shall meet the specifications of ASTM F-949, except that the PVC Pipe & Fittings shall be made of PVC compound having a minimum cell classification of 12454B in accordance with ASTM D 1784. The joining method for PVC pipe shall be by elastomeric material meeting the requirements of ASTM F-949. (Note: Clearance requirements limits the minimum size of Type IV to a 12" diameter and ASTM F-949-95a currently limits the maximum size to a 36" diameter.)

2.2 The dimensions of PPL shall meet the requirements of Table 3 of this specification. The length shall not be less than that specified in the order.

2.3 The PPL shall be capable of being joined into a continuous length by an approved interlocking method formed into the ends of the liner. Unless otherwise specified, the joints shall be soil-tight with no gaskets required.

2.4 Unless otherwise specified in the bid request, each PPL shall have a male and a female end.

2.5 Each length of pipe furnished shall be permanently marked by the manufacturer with the manufacturer's name, and applicable ASTM designation. The marking shall be such that it will not be obliterated during handling, shipment or placement.

3.0 Ordering Information. The inside diameter of the existing pipe to be lined and the lengths of PPL are to be shown in the order. If necessary, specific types may be ordered.

4.0 Certification. The supplier shall furnish a manufacturer's certification at destination stating that the PPL was manufactured and tested in accordance with the listed specifications and was found to meet the requirements of these specifications. The supplier shall further submit a statement stating that any PPL found to not comply with these specifications will be replaced with satisfactory material at the earliest date possible.

5.0 Acceptance. Inspection of PPL may be made at the point of manufacturer, intermediate storage points, or destination at the discretion of the department.

TYPE II PPL

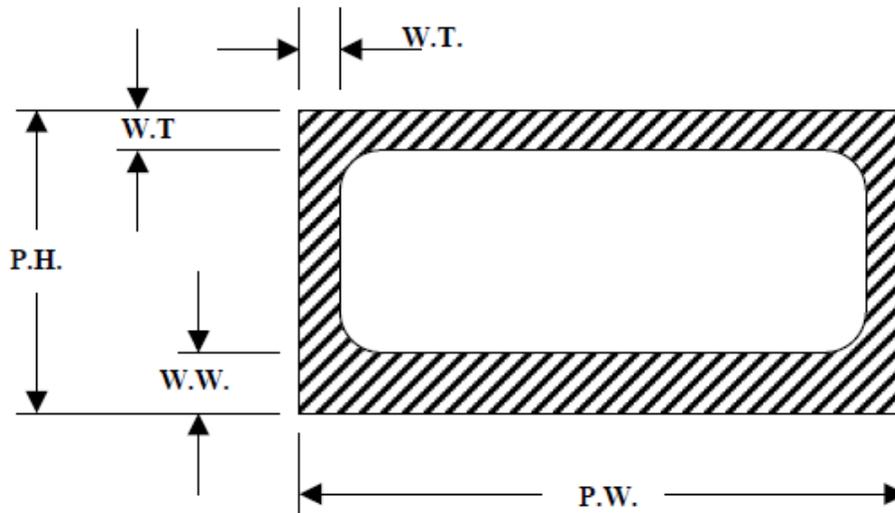


Table 1
 Standard Pipe Dimensions

Nominal I.D. PPPL Size (inches) ^{A B}	Average O.D. (inches) ^A	Average Profile Height (P.H.) (inches) ^A	Average Profile Width (P.W.) (inches) ^A	Minimum Waterway Wall (W.W.) (inches)	Minimum Wall Thickness (W.T.) (inches)
10.000	11.200	0.600	0.740	0.070	0.060
12.000	13.470	0.740	0.920	0.080	0.070
13.500	15.360	0.930	1.160	0.090	0.080
15.000	16.850	0.930	1.160	0.090	0.080
18.000	20.240	1.120	1.400	0.110	0.100
21.000	23.650	1.330	1.660	0.130	0.110
24.000	27.060	1.530	1.910	0.140	0.120
27.000	30.340	1.720	2.150	0.160	0.140
30.000	33.820	1.910	2.390	0.180	0.150
36.000	40.650	2.330	2.910	0.210	0.180
40.000	45.200	2.600	3.250	0.230	0.200
42.000	47.470	2.740	3.420	0.240	0.210

^A These dimensions shall be determined by taking at least three (3) measurements and averaging the results.

^B A tolerance of ± 1 percent will be permitted on the nominal I.D. measurements

Table 2
Low Profile Pipe Dimensions

Nominal I.D. PPPL Size (inches) ^{A B}	Average O.D. (inches) ^A	Average Profile Height (P.H.) (inches) ^A	Average Profile Width (P.W.) (inches) ^A	Minimum Waterway Wall (W.W.) (inches)	Minimum Wall Thickness (W.T.) (inches)
12L	13.20	0.600	0.740	0.080	0.070
15L	16.47	0.736	0.920	0.090	0.080
18L	19.85	0.925	1.160	0.100	0.090
21L	23.24	1.122	1.400	0.120	0.110
24L	26.85	1.327	1.660	0.140	0.120
27L	30.06	1.528	1.910	0.150	0.130
30L	33.43	1.717	2.150	0.170	0.150
36L	39.82	1.810	2.390	0.190	0.160
40L	44.65	2.323	2.910	0.230	0.200
42L	47.20	2.598	3.250	0.240	0.210

^A These dimensions shall be determined by taking at least three (3) measurements and averaging the results.

^B A tolerance of ± 1 percent will be permitted on the nominal I.D. measurements.

Table 3
Pipe Liner Dimensions

Existing Pipe Size (ID) (inches)	Clearance *		Liner ID Minimum (inches)
	Minimum (inches)	Maximum (inches)	
12.000	0.500	2.000	9.000
15.000	0.500	3.000	11.000
18.000	0.500	3.000	13.000
21.000	0.500	3.000	15.000
24.000	0.500	4.000	17.000
27.000	1.000	4.000	20.000
30.000	1.000	4.000	22.000
33.000	1.000	4.000	24.000
36.000	1.000	4.000	26.000
42.000	1.000	6.000	30.000
46.000	2.000	6.000	33.000
48.000	2.000	6.000	35.000
54.000	2.000	8.000	39.000
60.000	2.000	9.000	43.000
72.000	2.000	10.000	52.000

* Clearance is the difference between the inside diameter (ID) of the existing pipe and the outside diameter (OD) of the liner.

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

IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.

NO BID / NO QUOTE

DATE: _____

TO: Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552
(660)-385-1707 – fax #

FROM: _____ (Company Name)
_____ (Contact Person)
_____ (Mailing Address)
_____ (City, State, Zip Code)
_____ (Office Phone #)
_____ (Cellular Phone #)
_____ (Fax #)
_____ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # _____ for the reasons indicated below (check all that apply):

- Product or service is not available or cannot meet the required specifications
- Cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name from your bidder’s list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

Note: The following pages detail further terms and conditions which apply to this Request For Bid (RFB). However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (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.

Right of Acceptance/Rejection

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

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. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

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. 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. 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. 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.

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)