



**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: FEBRUARY 17, 2012	QUOTE DUE BY (DATE AND TIME): FEBRUARY 27, 2012 10:00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED ON OR BEFORE: BEST DATE	QUOTATION #: D611-112-R7 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: STEPHANIE AUSTIN RASHID 314-301-1439 EMAIL: STEPHANIE.AUSTINRASHID@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION ST. LOUIS DISTRICT PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:314-301-1437 or 573-526-0016	Delivery Locations: MoDOT Operations Complex 2309 Barrett Station Road Ballwin, MO 63021 Attn: Stockroom	

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

Parts listed on the following pages must be quoted as being the same or equivalent to mower parts for Triumph Switchblade Sickle Mowers.

Delivery time could be a factor with final award. **DELIVERIES MUST SHIPPED IN FULL.**
 No partial deliveries, delivery time listed must reflect turn around time for all items shipped complete.

PLEASE NOTE: The Missouri Department of Transportation, St. Louis District, total purchases for 2012, could be fewer OR greater than quantities listed. Pricing should remain in effect through December 31, 2012. There will be no initial orders placed and orders will be placed on an as-needed basis.

Parts listed with "0" quantity are not needed at this time and should not be quoted; however, if these parts or other parts not listed are needed at a later time, the awarded vendor will price and furnish any and all such requests.

This be will be awarded as "all or nothing." All parts listed with quantities must be priced or bid will be rejected.

Vendor Note: 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.

THIS IS NOT A SEALED BID. QUOTATIONS CAN BE FAXED TO EITHER FAX NUMBER ABOVE.

Pricing Pages

Estimated Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
The following items must be quoted as being the same or equivalent to the parts described below. The parts below are for Triumph Switchblade Sickle Mowers.					
	EA	Filter Assy. Spring # 02976908 MO-02976908			
	EA	Filter Assy. Cover # 02979341 MO-02979341			
1	EA	Coil Solenoid # 02979187 MO-02979187			
1	EA	Cutter bar 6' # 2974346 MO-2974346			
	EA	Wear Plate # 5719 MO-E47954			
5	EA	Wear Plate # 5326 MO-E47954			
6	EA	Elbow Adapter MO-02045200			
4	EA	Hose MO-02965475			
6	EA	Tee Adapter MO-02970702			
2	EA	Solenoid - Complete MO-2974305			
6	EA	Nylon Bearing for Knife Head # 02974316 MO-02974316			
6	EA	Clamp Bolt # 00756328 MO-00756328			
8	EA	6' Serrated Knife Bar Assy. # 02974373 MO-02974373			
1000	EA	Section Bolt # 02976270 MO-1871			
50	EA	Head Bolt # 02976271 MO-1872			
800	EA	Section Locknut # 02976272 MO-02976272			
5	EA	Skid Shoe Sole # 02974344 MO-02974344			
	EA	Deflector Red # 02974358 MO-02974358			
2	EA	Skid Shoe and Breakaway Preassembly # 02975986 MO-02975986			
	EA	Flat Washer # 00011100 MO-3800			
	EA	Lock washer # 03101646 MO-38LW			
	EA	Bolt # 00002000 MO-3875			
	EA	Rubber Bumper Pad # 03200250 MO-03200250			
3	EA	Knife Drive Stud Assy. # 02974317 MO-02974317			
9	EA	Socket Head Cap screw # 02977820 MO-02977820			

Estimated Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
8	EA	Knife Clip High # 127 MO-0012700			
54	EA	Nut #00999316 MO-1638			
	EA	Knife Head Weldment # 20974349 MO-02974349			
8	EA	Backing Strip 6" #5319 MO-0531900			
6	EA	Nut # 00001200 MO-50C			
	EA	Lock washer # 00019600 MO-50LW			
	EA	Lock washer # 00022200 MO-44LW			
10	EA	Carriage Bolt # 000516 MO-50175C			
10	EA	Carriage Bolt # 0129000 MO-50175C			
10	EA	Carriage Bolt # 12666000 MO-44150C			
	EA	Roll Pin # 0113400 MO-1134			
2	EA	Weldment Carriage Arm # 02974324 MO-02974324			
2	EA	Weldment Pivot Mount # 02974329 MO-02974329			
	EA	Weldment Sub-frame # 0665400 MO-0665400			
	EA	Bolt # 781 MO-63175			
	EA	Carriage Bolt # 812 MO-50175C			
17	EA	Knife Clip # 1887 MO-0188700			
	EA	Pitman Spacer # 1909 MO-1909			
	EA	Carriage # 3416 MO-3416			
	EA	Nut Wrist Pin # 6313 MO-6313			
50	EA	Plow Bolt #0046400 MO-1073			
100	EA	Plow Bolt #0571800 MO-1011			
	EA	Motor #02974301 MO-02974301			
3	EA	Knife Drive Assembly MO-02974300			
	EA	Shoe, Drive Breakaway Assembly MO-02975194			
25	EA	Outer Rock Guard MO-0593600			

Estimated Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
10	EA	Inner Rock Guard MO-0593800			
1	EA	Coil Nut MO-02979188			
1	EA	Filter Element MO-02974310			
5	EA	3 Position Toggle/Revers Switch MO-02974322			
8	EA	Knob Switch MO-02964063			
5	EA	Push Pull Switch MO-02964028			
48	EA	Nut MO-00999316			
8	EA	Wear Plate MO-0571900			
15	EA	Wear Plate MO-0532600			
4	EA	Outer Shoe Sole MO-0123800			
6	EA	Switch Boot MO-02974962			
50	EA	Center Rock Guard MO-0593700			
	EA	Carriage Arm Assembly MO-02974362			
	EA	Plow Bolt MO-02976853			
	EA	Plow Bolt MO-02976854			
	EA	3" Knife Section			
500	EA	Over Serrated Heavy Tooth Section MO0747B			
4	EA	Sickle Knife Assembly 6' MO-187600			
4	EA	Outer Shoe Assembly MO-570900			
	EA	Knife Sections MO-64600			

REMINDER: The Missouri Department of Transportation, St. Louis District, total purchases for 2012, could be fewer OR greater than the quantities listed above. Pricing should remain in effect through December 31, 2012.

TOTAL ORDER EXTENSION:

VENDOR NAME:

DATE:

VENDOR INFORMATION
(SL12-079-R7, TRIUMPH SWITCHBLADE MOWER PARTS)

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):	
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
<u>VENDOR NOTE:</u> Prior to any contract issuance, the Bidder must be in compliance with the laws regarding conducting business in the State of Missouri.	

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: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>		
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

<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 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.	
<u>Item (or item number)</u>	<u>Location Where Item is Manufactured or Produced</u>
If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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.	
<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
_____	_____

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.