



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: JANUARY 7, 2008	QUOTE DUE BY (DATE AND TIME): TUESDAY, JANUARY 15, 2008 @ 2:00 P.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED/COMPLETED NO LATER THAN: AS REQUIRED	QUOTATION #: D608-062-R6 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: KRISTI COPPINGER 314-301-1439
Procurement Mailing Address: MISSOURI DEPARTMENT OF TRANSPORTATION DISTRICT 6 PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #: 314-301-1437	Delivery Locations: MoDOT 2309 Barrett Station Rd Ballwin, MO. 63021	

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

Delivery time could be a factor with final award. **Deliveries must be shipped in full.** No partial deliveries, delivery time listed must reflect turn around time for all items shipped complete.

Parts listed on the following pages must be quoted as being the same or equivalent to mower parts for 15' Bush-Whacker Brush Hog Mowers.

PLEASE NOTE: The Missouri Department of Transportation, District 6, total purchases for 2008, could be fewer OR greater than quantities listed. Pricing should remain in effect through December 31, 2008.

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.

Estimated Quantity (Each)	DESCRIPTION		UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY
The following items must be quoted as being the same or equivalent to the parts described below. The parts below are for Bush-Whacker 15' Brush Hog Mowers.					
0	MO-1420	Washer # 1420			
0	MO-1421	Nut # 1421			
8	MO-1422	Cotter Pin # 1422			
0	MO-1722	Shield Bolts			
98	MO-2105	Lock Nut # 2105			
98	MO-2106	Washer # 2106			
27	MO-2201	Skid Shoe Right # 2201			
23	MO-2202	Skid Shoe Left # 2202			
1	MO-2303	Bolt			
0	MO-100CC	Nut			
7	MO-2312	Clevis			
7	MO-2320	Rear Level Rod (short) # 2320			
3	MO-2321	Turnbuckle			
6	MO-2327	Shock Absorbers			
5	MO-2328	Center Axle Arm			
6	MO-50CZ	Nuts for Shock Absorber			
2	MO-5100	Washers for Shock Absorbers			
16	MO-50200	Skid Shoe Bolts			
16	MO-50CZ	Skid Shoe Nuts			
16	MO-5100	Skid Shoe Washers			
0	MO-2354	Pin			
2	MO-2355	Ratchet Jack Assy.			
0	MO-2358	Left Wing Axle Arm			
0	MO-2360	Right Wing Axle Arm			
1	MO-2400	Spring			
1	MO-2426	Complete Shield Assembly Wing			
VENDOR NAME:					
FEDERAL ID#:					

Estimated Quantity (Each)	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY
0	MO-2431	Cross Kit			
12	MO-2448	Wheel Hub Complete w/Bearings			
12	MO-2456	Dust Ca[# 2456			
2	MO-2531	Washer			
0	MO-2567	Complete Shield Assembly Center			
1	MO-2662	Wing Cylinder			
1	MO-2707	Gear Box Left Wing # 2707			
0	MO-50LW	Washer # 2733			
0	MO-50150	Bolt # 2734			
10	MO-2735	Seal – Wing Gear Box			
8	MO-2751	Seal – Center Gear Box			
3	MO-2758	Gear Box Right Wing # 2758			
4	MO-2964	Level Rod Assembly			
4	MO-2968	Bolt			
7	MO-2972	Front Level Rod			
7	MO-2980C	Chain Guard # 2980			
1	MO-2981C	Chain Guard, DBL, Curtain (F)			
7	MO-2982C	Chain Guard # 2982			
7	MO-2983C	Chain Guard # 2983			
7	MO-2986C	Chain Guard # 2986			
7	MO-2987C	Chain Guard # 2987			
5	MO-2990C	Chain Guard # 2990			
5	MO-2991C	Chain Guard # 2991			
7	MO-2994C	Chain Guard # 2994			
7	MO-2996C	Chain Guard # 2996			
7	MO-2997C	Chain Guard # 2997			
7	MO-3000C	Chain Guard # 3000			
7	MO-3001C	Chain Guard # 3001			

VENDOR NAME:

FEDERAL ID#:

Estimated Quantity (Each)	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY
2	MO-3012	Nut			
18	MO-3039	Skid Shoe Center # 3039			
3	MO-3040	Chain Guard, DBL, Curtain			
4	MO-3046	Wing Drive Shaft Complete # 3046			
84	MO-3093	Blade CCW Right Wing and Center			
46	MO-3094	Blade CW Left Wing # 3094			
98	MO-3095	Bolt (Hex Shoulder) # 3095			
106	MO-3096	Washer Hex # 3096			
10	MO-3098	Wing Blade Bar with Stump Jumper			
6	MO-3950	Main Drive Shaft # 3101			
0	MO-3232	Tongue # 3232			
4	MO-3233	Swivel # 3233			
1	MO-3265	Spring Guide			
5	MO-14052A	Aircraft rib Goodyear Tires 26x8.0x14 (TIRES ONLY)			
13	MO-14053	26" Tire Tube			
0	MO-488033	28" Aircraft Tire			
0	MO-14053	28" Tire Tube			
1	MO-3353	Plunger			
2	MO-3354	Left Wing Axle Arm # 3354			
1	MO-3355	Right Wing Axle Arm #3355			
3	MO-3358	Dual Spindle # 3358			
5	MO-3359	Spindle Washer # 3359			
5	MO-3372	Spindle Nut # 3378			
5	MO-3368	Swivel Only			
9	MO-3369	Swivel Bolt			
10	MO-3454	Spring # 3454			
1	MO-3660	Axle Arm # 3660			
6	MO-3661	Bolt # 3661			
5	MO-4005	Wing Drive Shaft Assy. Complete			
4	MO-4096	Nut # 4096			
6	00764721	Recap Air Plain Tire & Wheel			

REMINDER: The Missouri Department of Transportation, District 6, total purchases for 2008, could be fewer OR greater than quantities listed above. Pricing should remain in effect through December 31, 2008.

TOTAL ORDER EXTENSION					
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VENDOR NAME:

FEDERAL ID#:

VENDOR INFORMATION
D608-062-R6, 15' BUSH-WHACKER MOWER PARTS

(THIS PAGE MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH BID PAGES AND PAGE 10.)

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:						
Printed Name and Title of Responsible Officer or Employee:	Signature:						
Is your company registered/certified with the State of Missouri as a (please circle):							
NO	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">MINORITY BUSINESS ENTERPRISE (MBE)?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE)?</td> <td style="text-align: center;">YES</td> <td></td> </tr> </table>	MINORITY BUSINESS ENTERPRISE (MBE)?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE)?	YES	
MINORITY BUSINESS ENTERPRISE (MBE)?	YES	NO					
WOMEN BUSINESS ENTERPRISE (WBE)?	YES						
Would your company like information on becoming a registered/certified MBE/WBE vendor?							
	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO				
YES	NO						

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (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 bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his 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 and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

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.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization, which will perform the work, is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- 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.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Executive Order

- a. 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

Missouri Highways and Transportation Commission

Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- b. 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.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

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.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidder's attention is directed to Section 34.076 RSMo. 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

All bidders must furnish the information requested below.

FOR CORPORATIONS:

State in which incorporated _____

FOR OTHERS:

State of domicile _____

FOR ALL BIDDERS:

List address of Missouri offices or places of business

(MUST BE COMPLETED AND SIGNED)

FIRM NAME:

ADDRESS:

CITY:

STATE:

ZIP:

BY:
