



**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES ABOVE \$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: AUGUST 7, 2012	QUOTE DUE BY (DATE AND TIME): AUGUST 12, 2012 (1:00 PM CDST) FAX BACK TO: (573) 526-6796	F.O.B. REQUIREMENTS: FOB ORIGIN
CONTRACT PERIOD: SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014.	QUOTATION #: CD-14-012Q THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: DEREK VANLOO PHONE NUMBER: 573-526-6956 FAX NUMBER: 573-526-6796 EMAIL: SHELDON.REDEL@MODOT.MO.GOV
District Mailing Address: MODOT – Central Missouri District General Services 1511 Missouri Blvd Jefferson City, MO 65102	PICKUP LOCATIONS: Missouri Department of Transportation – Central Missouri District Maintenance Buildings Refer to the address/location cross-reference listing included at the end of this document (this list is subject to change).	

The Missouri Department of Transportation (MoDOT) is requesting bids from vendors for supplying the Central Missouri District with used oil pickup services at our various facilities. **Please provide, in the space below the amount, per gallon, your company will pay MoDOT for used oil when picking it up from any MoDOT Central Missouri District location:**

Unit of Measure	Description	Unit Price
Gallon	Used Oil	\$ _____

VENDOR NAME:

All responses to this Request for Quote MUST be submitted on this form.

The vendor's response to this Request For Quote should include the following:

No final award will be made until all documents are received.

1. A copy of the vendor's transport license from the Missouri Department of Natural Resources. A copy shall be carried in the vendor's vehicle when picking up and hauling MoDOT used oil.
2. A copy of the vendor's Environmental Protection Agency identification number.
3. A copy of the vendor's certificate of insurance showing, as a minimum, the coverage's outlined below:

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. **Unless otherwise specified, insurance limits shall be as follows:**

1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
2. Public Liability (includes property damage and personal injury):
 - a. Not less than **\$500,000** each individual per accident or occurrence.
 - b. Not less than **\$3,000,000** each accident or occurrence.
3. Special Hazard Insurance: As required.

The successful vendor shall give at least 24 hours advance notice to the facility supervisor prior to each pickup. Pickups will only be made between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday, unless other arrangements are made with and are acceptable to the supervisors of the individual facilities. No pickups will be made on Saturdays, Sundays or observed state holidays. NOTE: On a seasonal basis, some facilities work four 10-hour shifts and are closed on Fridays. In these instances, no pickups will be made on Friday's.

Under any bids submitted, the vendor shall recycle and/or dispose of used oil removed from any MoDOT Central Missouri District facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used oil picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall pump used oil out of MoDOT's barrels and bulk storage tanks. The vendor shall transport used oil removed from any MoDOT facility in a manner compliant with all applicable state, federal, or local laws. The vendor will be responsible for the complete cleanup of any spills occurring during pickup, transfer, or transport operations. The vendor shall notify MoDOT Central Missouri District of the recycling center and/or disposal center, if any, which shall be used. A pump ticket verifying the gallons picked up shall be provided and signed by the vendor's representative and a MoDOT representative from the originating facility. One copy of the pump ticket shall be left with the MoDOT representative at the facility and a second copy should be included with the payment for the used oil. Checks should be made payable to the "Director of Revenue – Credit Road Fund" and submitted to the Central Missouri District General Services office at the district mailing address shown.

All vendors must be House Bill 600 compliant Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.

Awarded vendor must also be in Good Standing with the Secretary of State's Office. Their phone number is (573) 751-4936.

AWARD: Award will be made based the bidder who offers the highest price per gallon.

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.

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

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT)

Central Distirct

Maintenance Building Address/Location Cross-Reference Listing

Facility	County	Address	Physical Location
Boonville	Cooper	16803 Hwy 5 Boonville MO 65233	Rte. 5, 0.3 Mile South of I-70
California	Moniteau	Box 801 Hwy 50 West California MO 65018	Rte. 50, 0.4 Mile West of Rte. 87
Camdenton	Camden	PO Box 1377, Lake Rd. 589 Camdenton MO 65020	0.75 Mile East of Rte. 5, 2.0 Miles North of Rte. 54
Columbia	Boone	4201 Paris Rd. Columbia MO 65201	
Cuba	Crawford	7149 Old Hwy 66, Cuba MO 65453	I44 at Rt UU, Exit 210
Drake	Gasconade	Rte. 50, RR 1 Box 63 H Owensville MO 65066	Rte. 50, 0.1 Mile South of Junction 19 North
Edgar Springs	Phelps	27800 County Road 6150	Rt. 63, 0.3 miles South of Rt H
Eldon	Miller	30 Highway Y Eldon MO 65026	Rte. Y, 0.5 Mile West of Rte. 52
Fayette	Boone	871 State Hwy 240, Fayette, MO 65248	Rte 240 - 1 Mile South of Rte W
Fulton	Callaway	4975 County Rd 304 Fulton MO 65251	Rte. F., 0.2 Mile West of Rte. 54
Hallsville	Boone	4221 Hwy 124 Hallsville MO 65255	Rte. 124, 1.5 Miles West of Rte. U
Iberia	Miller	Rte. 1 Box 668 Iberia MO 65486	Rte. 42, .75 Mile East of Rte. 17
Jefferson City	Cole	5607 Red Eagle Drive Jefferson City MO 65109	BR 50, 1.5 Mile East of Rte. 179
Lebanon	Laclede	1120 Ivy Lane, Lebanon MO 65536	1/4 mile N of Bus Loop 44
Linn	Osage	1201 East Main Linn MO 65051	Rte. 50, 0.3 Mile West of Rte. 89
Mokane	Callaway	10165 State Rd C Mokane MO 65059	Rte. C, 1.5 Miles North of Rte. 94
Nebo	Laclede	37998 Hwy 32, Falcon, MO 654470	Rte 32, 1 Mile West of Rte U
Potosi	Washington	10681 E. Hwy E, Cadet MO 63630	Rt. E 0.5 Mile East of Rt 21
Rolla	Phelps	351 Sally Rd., Rolla MO 65401	Sally Rd 0.5 mile N 144 Bus Lp 0.5 mile W or Rt 63
Salem	Dent	Rt. 1 Box 2785, Salem MO 65560	Rt.32 at Rt F
St. Robert	Pulaski	115 Plattner Ave., St. Robert MO 65583	I44 Bus Loop 0.5 Mile W of Rt. Y between divided Hwy
Steelville	Crawford	69 E. Hwy 8, Steelville, MO 65565	Rt. 8, 0.5 mile East of Rt 19
Versailles	Morgan	1031 Jefferson Street Versailles MO 65084	Rte. 52, 1.5 Miles West of Rte. E
Vienna	Maries	North Hwy 63 HC 71 Box 13 A Vienna MO 65582	Rte. 63, 0.2 Mile North of Rte. 42
Williamsburg	Callaway	3949 County Rd 1005, Williamsburg, MO 63388	

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

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.

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

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

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 MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC 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.

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

Permits, Licenses and Safety Issues

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

Delivery – Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.