



**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: APRIL 4, 2016	QUOTE DUE BY (DATE AND TIME): APRIL 7, 2016 BY 10:00A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED NO LATER THAN: BEST DATE	QUOTATION #: SL16-090-R6 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: CHERYL SPROGOE 314-301-1440 CHERYL.SPROGOE@MODOT.MO.GOV
Procurement Mailing Address: MISSOURI DEPARTMENT 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 Hampton Bridge 6138 Wilson St. Louis, MO 63139

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

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
20	Tons	Type 1 Bulk Portland Cement, per MoDOT Missouri Standard Specifications for Highway Construction, Section 1019			
TOTAL ORDER EXTENSION:					

VENDOR NAME:

Above quantity is initial order quantity. MoDOT Bridge estimates orders 2 times per year. Pricing must remain in effect through April 30, 2017.

SECTION 1019

CEMENT

1019.1 Scope. This specification covers Portland cement, hydraulic cement and blended hydraulic cement.

1019.2 General. All Portland cement shall be in accordance with the following requirements. The basis of acceptance will be as described in [Sec 1019.3](#).

1019.2.1 Portland Cement. All Portland cement shall be in accordance with AASHTO M 85 with the following modifications:

(a) Specific surface, fineness, for all Type I Portland cements shall not exceed 430 m²/kg using Air permeability test. Maximum fineness limits do not apply if the sum of C3S + 4.75C3A is less than or equal to 90.

(b) When slag cement is used as an inorganic processing addition, loss on ignition shall be corrected in accordance with ASTM C 114 and reported on mill test reports.

1019.2.2 Hydraulic Cement. All hydraulic cement shall be in accordance with ASTM C 1157.

1019.2.3 Blended Hydraulic Cement. All blended hydraulic cement shall be in accordance with Type IP, IS or IT of AASHTO M 240 with the following modification that chemical composition shall be provided and tolerances checked in accordance with Section 7.2 of AASHTO M240 and allowable constituent amounts of Type IP, IS and IT cements are within the specified limits listed below:

(a) Type IP cement shall have a pozzolan constituent up to 25 percent by mass of the blended cement. Type IP cements, in which the pozzolan constituent is metakaolin or silica fume, shall be a maximum of 15 or 8 percent, respectively.

(b) Type IS cement shall have a slag cement constituent up to 25 percent by mass of the blended cement.

(c) Type IT cement shall have a slag cement and pozzolan constituent up to 40 percent by mass of the ternary blended cement. The maximum constituent requirements shall be in accordance with [Sec 1019.2.3](#) (a) and (b) in some combination up to 40 percent. Insoluble residue requirements do not apply for Type IT cements.

1019.2.4 Other Cements. White Portland cement shall meet the requirements for Type I. Air-entraining Portland cement shall be used only when specified in the contract. Different types of cement shall not be mixed nor shall different types be used in the same unit of construction.

1019.2.5 Sack or Bag. A sack or bag of cement will be considered to be 94 pounds net.

1019.3 Sampling, Testing and Acceptance Procedures. All manufacturers and terminals furnishing cement to MoDOT projects shall be qualified as herein described. All cement will be subject to inspection and sampling by MoDOT at the source of manufacture, an intermediate shipping terminal or destination. MoDOT shall be allowed unlimited access to all facilities and records as required to conduct inspection and sampling.

1019.3.1 Manufacturer Qualification. In order to become qualified, a written request shall be sent by the manufacturer to Construction and Materials, along with a copy of the QC plan. In order to maintain qualification, the manufacturer shall submit additional information, as listed, to MoDOT. The plant may be inspected to verify the information and to establish personal contact with the QC personnel.

1019.3.1.1 The following information shall be included in the request for qualification:

(a) An outline of the QC program from the quarry to the point where the product is relinquished to the purchaser. The QC program shall cover all tests required by the specification and shall include the testing frequency for each test.

(b) A copy of the most recent Cement and Concrete Reference Laboratory (CCRL) inspection report and the latest CCRL proficiency sample report. The CCRL inspection shall

cover all tests required by the specification. Documentation showing satisfactory resolution of all inspection deficiencies shall be included.

(c) The physical layout of the plant, including the number and capacity of finish mills and silos and the type of cement stored in each silo.

(d) A copy of a typical bill of lading with the required certification statement.

(e) A split sample of each type of cement proposed for use. Manufacturer test results for the split sample shall also be submitted.

1019.3.1.2 In order to maintain qualification, the following will be required:

(a) Monthly QC test results covering the production of cement types proposed for use in MoDOT projects, including the high, low and average results for each type shall be forwarded to MoDOT upon manufacturer completion.

(b) A copy of the most recent CCRL inspection and proficiency sample reports and any deficiency resolutions shall be forwarded promptly to MoDOT.

(c) Semi-annual split samples for each type of approved cement will be obtained by MoDOT for joint testing by the manufacturer. Manufacturer test results on the split samples shall be furnished to MoDOT when completed.

(d) All QC test results shall be available for a minimum of three years, for MoDOT review upon request.

(e) Only cement in compliance with these specifications shall be allowed into a silo destined for MoDOT projects.

1019.3.2 Terminal Qualification. In order to become a qualified terminal, a written request shall be sent from terminal personnel to Construction and Materials. The request shall be accompanied by a letter from each affected and qualified manufacturer, advising of the intent to ship through the respective terminal. Any changes in cement source shall be updated in the same manner. Terminals will be inspected to ensure adequacy to accept, retain and ship cement from qualified manufacturers.

1019.3.3 Failure to Comply. Failure to fulfill any of these requirements may result in disqualification of the cement manufacturer or a terminal. In cases of dispute, test results obtained by MoDOT will control.

1019.3.4 Disqualified Manufacturers. If a manufacturer has been disqualified, the manufacturer will be required to designate the silo, bin or storage facility from which they propose to furnish cement for MoDOT projects. Each silo, bin or storage facility designated shall be sampled, tested, sealed and approved by MoDOT prior to shipment. The manufacturer shall also sample, test and report the test results for each designated silo, bin or storage facility. This procedure shall continue until adequate QC has been established.

1019.3.5 Foreign Cement. All tests on foreign cement shall be performed by a qualified domestic manufacturer.

1019.4 Acceptance. The supplier shall certify that the material complies with the specification requirements. When a qualified manufacturer or terminal is shipping cement for, or purchasing cement from, another qualified manufacturer, the bill of lading or delivery receipt shall be from the shipping company. The certification statement showing the actual manufacturer shall be prominently placed on the bill of lading or delivery receipt. A copy of the bill of lading or delivery receipt shall accompany each shipment and shall be furnished to MoDOT at the shipping and destination points.

1019.4.1 Certification. The bill of lading or delivery receipt for each shipment to MoDOT projects shall carry the following certification statement:

"This is to certify this Type ___ cement originated from a MoDOT qualified manufacturer, has been maintained to meet MoDOT specifications and was loaded from silo number _____."

Name and Location of Manufacturer

Name and Location of Shipping Facility

By _____

Signature and Name of Marketing Entity

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 <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;"><u>M/WBE Name</u></th> <th style="width: 33%; text-align: center;"><u>Percentage of Contract</u></th> <th style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
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If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>										

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 <u>Location Products are Manufactured or Produced.</u>	
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: <ol style="list-style-type: none"> 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.

SPECIAL TERMS AND CONDITIONS

Delivery – Additional Requirements

1. 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

2. 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**.