



**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.

<b>TODAY'S DATE:</b> AUGUST 10, 2016	<b>QUOTE DUE BY (DATE AND TIME):</b> AUGUST 17, 2016 10:00 A.M.	<b>F.O.B. REQUIREMENTS:</b> DESTINATION
<b>TO BE DELIVERED/COMPLETED NO LATER THAN:</b> BEST DATE	<b>QUOTATION #:</b> SL17-009-R6 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	<b>BUYER NAME/TELEPHONE NUMBER:</b> CHERYL SPROGOE 314-205-7308 CHERYL.SPROGOE@MODOT.MO.GOV
<b>Procurement Mailing Address #:</b> MISSOURI DEPT. OF TRANSPORTATION STL DISTRICT PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021  <b>Facsimile #:</b> 314-301-1437 or 573-526-0016		<b>Delivery Location:</b>  *Various Locations with MoDOT STL District  *List of Buildings Attached on Page 3

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

DESCRIPTION (including size and/or part #'s)	COUNTY	UNIT PRICE PER POUND	DELIVERY TIME A.R.O.
"Ash Asorbent" – Specs are attached on Page 4.  Indicate size of bag you propose to furnish:  _____  Indicate Brand you propose to furnish:	St. Louis City		
	St. Louis County		
	St. Charles		
	Jefferson		
	Franklin		

**Award of this quotation will be made on a "Multiple Award by County" basis using the "lowest and best" principle of award. Total estimated quantity for one year is 40,000 pounds for the St. Louis District. The estimated quantity for each county will vary and definite number per county is unknown. Building List is on Page 3. Other locations not listed within the District may order from this contract as well if needed.**

Failure to comply with the requirements of this bid may result in bid being subject to rejection.

**NOTE ON QUANTITIES:** Quantities above are estimated for approximately one year.

Actual orders placed between award date and August 31, 2017 could be fewer or greater than listed above. Prices are to remain firm until August 31, 2017.

**DELIVERY NOTE:** Delivery is FOB Destination. Quoted price must include freight/delivery charges.

**VENDOR NAME:**

**THIS IS NOT A SEALED BID. BIDS CAN BE FAXED TO THE NUMBER ABOVE.**

**Note to Respondent:** A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

### VENDOR INFORMATION

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

## MoDOT St. Louis District Building Locations

<b>Ballas Mt. Building</b> 12001 North Forty Drive St. Louis, MO 63141	<b>Hampton Mt. Building (Bridge)</b> 6138 Wilson St. Louis, MO 63139
<b>Beaufort Mt. Building</b> 6697 Hwy 185 South Beaufort, MO 63013	<b>Lemay Mt. Building</b> 4185 Hoffmeister St. Louis, MO 63125
<b>Bellefontaine Mt. Building</b> 10601 Lewis & Clark Blvd. St. Louis, MO 63136	<b>Normandy Mt. Building</b> 1005 Bermuda Ave. Normandy, MO 63121
<b>Broadway Mt. Building</b> 1200 S. Broadway St. Louis, MO 63104	<b>St. Charles Mt. Building</b> 2360 Old Hwy. 94 South St. Charles, MO 63303
<b>Cedar Hill Mt. Building</b> 8400 Local Hillsboro Rd. Cedar Hill, MO 63016	<b>St. Clair Mt. Building</b> 2273 N. Service Rd. East St. Clair, MO 63077
<b>DeSoto Mt. Building</b> 4400 Hwy 110 Rte. 110 East of Rte. 21 Desoto, MO 63020	<b>Sunset Hills Mt. Building</b> 10220 Rahning Rd. Sunset Hills, MO 63127
<b>Eureka Mt. Building</b> 615 Viola Lane Eureka, MO 63025	<b>Wentzville Mt. Building</b> 1211 Granville Dr. Wentzville, MO 63385
<b>Festus Mt. Building</b> 1000 Airport Rd. Festus, MO 63028	<b>MoDOT Operations Complex</b> 2309 Barrett Station Road Ballwin, MO 63021
<b>Gray Summit Mt. Building</b> 3463 W. Osage Pacific, MO 63039	<b>Motorist Assistance Location</b> 669 Salt Mill Rd. Chesterfield, MO 63017

## **Ash Absorbent Specifications**

- Contain no organic materials and be free of any wood fibers or sawdust particles.
- Nonflammable and noncombustible and shall not hold a static charge.
- PH (7-8) and not change the PH of the liquid being absorbed.
- Specific gravity of 1.75 to 2.40 (25oC) (Method B ASTM D-891).
- Bulk density of 40 to 45 lb./ft<sup>3</sup>.
- Contain no hazardous or carcinogenic materials as defined by EPA/OSHA.
- Must pass the TCLP test procedure.
- Must pass the PFT, paint filter liquid test Solidify the liquids without release under pressure.
- Provide traction on oily, wet or icy surfaces.
- Instantly absorb liquids and not leave oily residue on surfaces after cleanup.
- Available in a variety of sizes from ½ gallon shaker carton, 25lb multi-wall bags, pail/bucket, and or one ton delivery.
- Environmentally friendly and provide minimal safety hazard to workers.
- Produce little or no dust when agitated by moving vehicles.
- Provide free field training on proper and safe use of the absorbents.

**VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**  
**Vendor Information**  
**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b>  Phone #:  Cellular #:  Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b>Addresses of Missouri Offices or Places of Business.</b></i>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) 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="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="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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<i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b></i>										

**Preference Certification**  
**All bidders must furnish ALL applicable information requested below**

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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
<i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced.</b></i>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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

**RENEWAL OPTION**

In the event that the Missouri Highway Transportation Commission (MHTC) exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

**RENEWAL PERIOD**

\_\_\_\_\_ % of maximum increase OR

\_\_\_\_\_ % of maximum decrease

## 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 (6<sup>th</sup>) 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**

**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.

**Award**

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

**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

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 **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.