



**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: AUGUST 10, 2015	QUOTE DUE BY (DATE AND TIME): <b>AUGUST 17, 2015 10:00 AM</b>	F.O.B. REQUIREMENTS: <b>DESTINATION</b>
TO BE DELIVERED ON OR BEFORE: <b>BEST DATE-DELIVERY WILL BE A FACTOR IN AWARD</b>	QUOTATION #: <b>SL16-014-R7</b> THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: STEPHANIE AUSTIN RASHID, CPPB 314-301-1439 EMAIL: STEPHANIE.AUSTINRASHID@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION SL DISTRICT PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021  Facsimile #:314-301-1437 or 573-526-0016		Delivery Locations:  MoDOT General Services, Bldg E 2309 Barrett Station Road Ballwin, MO 63021

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

QTY	U/M	DESCRIPTION (including size and/or part #'s)	Total Unit Cost	Delivery Time
1	Ea	<b>Monroe 1750 Gallon Slip-In, Full Baffled Anti-Ice Unit (for GL400 truck)</b> Full baffled tank must be Ace Roto- Mold's Free Standing Horizontal Bulk Storage Tanks w/Sump, Part No FM1750-62. Substitutions that are similar and functionally equivalent will be accepted. If bidding alternate unit, indicate manufacturer and model below.  <b><u>INDICATE MODEL /BRAND:</u></b>  Please include specification sheets, product literature, and warranty information with quotation.		

**Vendor Note: Pricing must remain in effect through December 31, 2015.**

**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 NAME:**

**THIS IS NOT A SEALED BID. QUOTATIONS CAN BE E-MAILED OR FAXED TO EITHER FAX  
NUMBER ABOVE.**

## 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:												
<p>Is your company registered/certified with the State of Missouri as a (please circle):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; text-align: center;">NO</td> <td style="width: 40%; text-align: center;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="width: 30%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="text-align: center;">YES</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">Would your company like information on becoming a registered/certified MBE/WBE vendor?</td> <td style="text-align: center; vertical-align: bottom;">YES</td> </tr> <tr> <td colspan="2" style="padding-top: 5px;">NO</td> <td></td> </tr> </table>		NO	MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	Would your company like information on becoming a registered/certified MBE/WBE vendor?		YES	NO		
NO	MINORITY BUSINESS ENTERPRISE (MBE) ?	YES											
NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES											
Would your company like information on becoming a registered/certified MBE/WBE vendor?		YES											
NO													

## **Monroe 1750 Gallon Full Baffled Slip-In Anti-Ice Unit Specifications**

- Tank is poly, unit to be installed on a skid assembly fabricated in mild steel and painted powder coat black
- Tailgate latch assembly is integral to the skid assembly
- 3 lane spray capability with 48 gpm per lane
- Hydraulically driven hydro liquid pump
- Vertically adjustable spray bar, 1-1/2" ss wet booms, center lane
- (8) straight stream nozzles, 6 gpm, 40 psi nozzles, side lane booms , (4) 12 gpm nozzles each lane
- (2) hold down ratchet strap assemblies
- Unit will ship assembled to the skid assembly ready for MoDOT staff to install into their dump body
- Unit must include:
  - Side mount guide wheels installed
  - Fold-Up Leg Kit Installed (Fabricated in mild steel and painted powder coat black)
- Include all warranties, owner's manuals, instructions with product
- Must be compatible with GL400 and ACS ground speed hydraulic control systems
- Full baffled tank must be Ace Roto-Mold's Free Standing Horizontal Bulk Storage Tank with Sump, Part No FM1750-62, or functionally equivalent (please include drawing with bid submittal)
- Tank should not include baffle balls; Baffle balls are not needed
- Must include product literature with bid submittal if not quoting Monroe model

## **Additional Information/Requirements:**

- The MoDOT asphalt dump bed is specifically designed and made to MoDOT specifications; Anti-Ice unit MUST fit our dump bed. Measurements for MoDOT asphalt dump bed are as follows:
  - Length of bed: 184 3/4 inches
  - Width-Widest Point of bed: 85 inches
  - Width-Narrowest Point of bed: 78 inches
  - Height of the asphalt angle: 9 inches
  - Center of Dog Ear to Center of Dog Ear for tailgate: 90 1/2 inches
- MoDOT will operate the system in manual (open loop)
- Our trucks are equipped with a Transmission sensor for the GL-400/ACS Hydraulic systems
- GL400/ACS Control is not equipped to operate the electric controlled boom switches
- Awarded vendor is to provide the harnessing to the boom valves
- On the ACS trucks, the system control valve is already built in. On the GL-400 trucks, MoDOT will install a special switch box that uses the auger section.

# 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:

*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:

- 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.

### 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

## COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Anti-Ice Unit** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Anti-Ice Unit** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_

NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

## **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.