



**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: MAY 05, 2016	QUOTE DUE BY (DATE AND TIME): MAY 10, 2016 10:00 AM	F.O.B. REQUIREMENTS: DESTINATION
TO BE COMPLETED/DELIVERED ON OR BEFORE: BI-MONTHLY SUBJECT TO CHANGE	QUOTATION #: SL16-100-R6 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: CHERYL SPROGOE 314-301-1440 EMAIL: CHERYL.SPROGOE@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION ST. LOUIS PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:314-301-1437 or 573-526-0016	Pick Up Location: MoDOT Operations Complex 2309 Barrett Station Rd Ballwin, MO. 63021	

Used mixed grades of pallets pick-up and buy at MoDOT Operations Complex in Ballwin, MO.

Item #	DESCRIPTION	U/M	UNIT PRICE
001	Used Pallets	Each	

Award of this quote will be made on an "All or Nothing" basis using the "best" principle of award.

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. **Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.**

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:
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

Scope of Work- SL16-100-R6 Used Pallet Purchase/Pick Up

General Requirements:

MoDOT wishes to obtain services to perform used pallet pick up as required at MoDOT facility per the requirements of this RFQ. Further, the awarded vendor will, upon pick up of used pallets will pay MoDOT for such material.

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

- (a.) A copy of the vendor's certificate of insurance showing, as a minimum, the coverage's per MoDOT's terms and conditions.

Additional Considerations:

The successful vendor shall give at least 24 hours advance notice to the facility supervisor prior to each pickup. The pick-ups will be bi-monthly but subject to change and only be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, unless other arrangements are made with and are acceptable to the facility supervisor. No pickups will be made on Saturdays, Sundays or observed state holidays.

Under any bids submitted, the vendor shall recycle and /or dispose of used pallets removed from any MoDOT St. Louis District facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used pallets picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall transport used pallets removed from the MoDOT facility in a manner compliant with all applicable state, federal, or local laws. The vendor will be responsible for the costs incurred during pickup, transfer, or transport operations.

A ticket verifying the number of pallets picked up shall be provided and signed by the vendor's representative and a MoDOT representative from the originating facility. One copy of the ticket shall be left with the MoDOT representative at the facility and a second copy should be included with the payment for the used pallets. Checks should be made payable to the "**Director of Revenue-Credit Road Fund**" and submitted to the St. Louis District Business and Benefits office at 1590 Woodlake Dr, Chesterfield, MO 63017.

Period of agreement will be from June 1, 2016 to May 31, 2017 with the option for a one (1) year extension at the original terms and conditions providing all parties are in agreement.

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.

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.

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.