



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: FEBRUARY 3, 2017	QUOTE DUE BY (DATE AND TIME): FEBRUARY 7, 2017 AT 1:00 P.M.	F.O.B. REQUIREMENTS: SPECIFIED DELIVERY LOCATION
TO BE DELIVERED/COMPLETED: ON CALL, AS NEEDED THROUGH DECEMBER 31, 2017	QUOTATION #: SL17-082-R6-FLOWABLE BACKFILL THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: CHERYL SPROGUE PHONE NUMBER: 314-205-7308 FAX NUMBER: 314-301-1437 OR 573-526-0016 CHERYL.SPROGUE@MODOT.MO.GOV
Procurement Mailing Address# Missouri Department of Transportation St. Louis District Procurement Office 2309 Barrett Station Rd. Ballwin, MO 63021		Delivery Locations: As specified when order is placed.

DESCRIPTION

Pumpable Flowable Backfill (as specified). The Flowable Backfill supplied under the contract will comply with the quality and gradation requirements of Section 621 of the Missouri Standard Specifications for Highway Construction. See attached spec sheet.

	Unit Cost Per Cubic Yard	Night Delivery Cost Per Cubic Yard	Please specify any additional costs.
St. Louis City			
St. Louis County			
St. Charles County			
Jefferson County			
Franklin County			

Vendor Note: Estimated quantity for 2017 is approximately 150 cubic yards. The Missouri Department of Transportation, St. Louis District, total purchases for 2017, could be fewer OR greater than quantities listed. Pricing should remain in effect through December 31, 2017. Orders will be placed on an as-needed basis.

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:

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.

VENDOR NOTES

MISSOURI DEPARTMENT OF TRANSPORTATION PURCHASE ORDERS MUST BE ISSUED TO THE INVOICING COMPANY/ADDRESS. IF THE INVOICING COMPANY/ADDRESS WILL BE DIFFERENT FROM THAT LISTED IN THE IN VENDOR INFORMATION SECTION (BELOW), THE VENDOR MUST SPECIFY THE 'REMIT TO' COMPANY ADDRESS IN THE VENDOR NOTES SECTION (ABOVE).

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #: E-Mail:								
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%;"><tr><td style="text-align: center;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td><td style="text-align: center;">YES</td><td style="text-align: center;">NO</td></tr><tr><td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td><td style="text-align: center;">YES</td><td style="text-align: center;">NO</td></tr></table> <p>Would your company like information on becoming a registered/certified MBE/WBE vendor?</p> <table style="width: 100%;"><tr><td style="text-align: center;">YES</td><td style="text-align: center;">NO</td></tr></table>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO							
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO							
YES	NO								

All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown, via fax at 314-301-1437 or 573-526-0016, or Buyer's e-mail address above.

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: <i>If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u></i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table border="0"><tr><td><u>M/WBE Name</u></td><td><u>Percentage of Contract</u></td><td><u>M/WBE Certifying Agency</u></td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></table> <i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

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 <u>not</u> 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 <u>Location Products are Manufactured or Produced.</u></i>											
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. <table border="0"><tr><td><u>Veteran Information</u></td><td><u>Business Information</u></td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>Service-Disabled Veteran's Name (Please Print)</td><td>Service-Disabled Veteran Business Name</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>Service-Disabled Veteran's Signature</td><td>Missouri Address of Service Disabled Veteran Business</td></tr></table>		<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
<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**.



SECTION 621

FLOWABLE BACKFILL

621.1 Description. This work shall consist of furnishing flowable backfill as specified on the plans or otherwise permitted for compacted backfill and other cavity filling uses.

621.2 Material.

621.2.1 All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Fly Ash	1018
Cement	1019
Admixtures	1054
Water	1070

621.2.2 Fine aggregate shall be in accordance with [Sec 1005.3](#), except for the percent passing the No. 200 sieve. Aggregate shall be fine enough to stay in suspension in the mortar to the extent required for proper flow, and shall be in accordance with the following gradation:

Sieve Size	Percent Passing
3/4 inch	100
No. 200	0-10

621.3 Composition of Mixture. The contractor shall submit to the engineer a mix design with the proportions and source of material, admixtures, dry cubic yard batch weights and actual 28-day compressive test results. The 28-day compressive strength of the mixture shall exceed 50 psi.

621.3.1 Consistency. Flowable backfill will be tested by filling an open-ended 3-inch diameter, 6-inch high cylinder to the top with the mixture and immediately pulling the cylinder straight up. The correct consistency of the mixture shall produce an approximate 8-inch diameter circular-type spread with no segregation. Adjustments to the proportions of fine aggregate or water may be made to achieve proper solid suspension and optimum flowability with approval from the engineer, except the theoretical yield shall be maintained at one cubic yard for the given batch weights.

621.3.2 Commercial Mixtures. Approved commercial brand mixtures intended specifically for use as flowable backfill may be used, provided the specified strengths are obtained.

621.3.2.1 If approved for use, the material shall be placed in accordance with the manufacturer's recommendations, and a copy of the manufacturer's recommendations shall be furnished to the engineer.

621.3.2.2 The manufacturer shall submit a request for approval along with appropriate documents to Construction and Materials for testing and evaluation. Upon approval of the material, the brand name will be placed on a list of qualified commercial brand flowable backfill material.

621.4 Construction Requirements.

621.4.1 The open ends of the area to be backfilled shall be plugged, and the void area filled without the use of a vibrator.

621.4.2 Care shall be taken to prevent the movement of any structure from the designated location or intrusion of flowable backfill into undesirable locations. If such movement or intrusion occurs, the engineer may require the affected structure to be excavated and replaced to the proper grade at the contractor's expense.

621.4.3 If flowable backfill is placed in more than one layer, the base layer shall be thoroughly roughened and all loose and foreign material removed before placing the next layer.

621.4.4 No flowable backfill shall be covered or accepted until a minimum compressive strength of 30 psi has been attained, as demonstrated by failure to deform or crush underfoot when a pressure of approximately 30 psi is applied. If the backfill does not harden to support the required load, the backfill shall be removed and replaced with an acceptable material at the contractor's expense.

621.5 Method of Measurement. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added or deducted from the contract quantity. If flowable backfill is specified, where required, measurement will be made by the computed volume to the nearest 1/10 cubic yard of the voids to be filled, as determined from the dimensional area of the open area and totaled to the nearest cubic yard. If flowable backfill is used as an alternate to compacted backfill specified in the contract or as shown on the plans, measurement will be made as required for the item specified.

621.6 Basis of Payment. If flowable backfill is specified, the accepted quantity will be paid for at the contract unit price. No additional payment will be made if flowable backfill is used as an alternate to compacted backfill.