



**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 2, 2015 | QUOTE DUE BY: 10 AM CST APRIL 20, 2015 | FOB REQUIREMENTS: DESTINATION (FACILITY LOCATIONS BELOW) |
| CONTRACT PERIOD: May 1, 2015 - April 30, 2016 | QUOTATION #: SEW15-2115RY This Quotation # Should be Referenced on all Mailing Labels, Envelopes, and any Other Correspondence. (RESPONSE MAY BE FAXED OR EMAILED) | BUYER: Gloria Bunch PHONE NUMBER: 417-469-6256 FAX NUMBER: 417-469-3449 Email: gloria.bunch@modot.mo.gov |
| District Mailing Address: Mo Department of Transportation Southeast Procurement - Willow Springs 3956 E. Main Willow Springs, MO 65793 | | Facility Locations: Mo Department of Transportation Southeast District - 25 Counties Refer to the address/location listings included below. List is subject to change. |

Used Oil Disposal

Southeast District seeks quotations to establish a contract for the purpose of supplying the district with used oil disposal services at our various facilities. In the space below, please provide the amount per gallon your company will pay MoDOT for used oil when picking it up from any MoDOT Southeast location. The contract period will be from May 1, 2015 through April 30, 2016. Two 12-month extensions will be offered provided both parties agree to no changes in pricing, terms or conditions.

| Unit of Measure | Description | Unit Price |
|-----------------|-------------|------------|
| Gallon | Used Oil | \$ _____ |

The amount of used oil generated each year is variable. There is no guarantee on the amount of used oil the Southeast District will generate during this contract period.

The vendor's response to this Request for Quotation shall include the following:

1. A copy of the vendor's transport license from the Missouri Department of Natural Resources. A copy shall be carried in the vendor's vehicle when picking up and hauling MoDOT used oil.
2. A copy of the vendor's Environmental Protection Agency identification number.
3. A copy of the vendor's certificate of insurance showing, as a minimum, the coverage's outlined below:

The vendor shall maintain or cause to be maintained at the vendor's own expense commercial general liability, automobile liability, workers compensation insurance against negligent acts, errors or omissions of the vendor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the vendor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

The vendor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any award. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The vendor's inability to provide this documentation will result in his/her quote being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation Southeast District
PO Box 160
Sikeston, MO 63801

When called to provide pickup services, the vendor must respond and complete the pickup within 5 business days after notification, unless other arrangements are made with and are acceptable to the supervisors of the individual facilities. The successful vendor shall give at least 24 hours advance notice to the facility supervisor prior to each pickup. Pickups will only be made between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday, unless other arrangements are made with and are acceptable to the supervisors of the individual facilities. It will be necessary for a MoDOT representative to be present when the material is picked up. No pickups will be made on Saturdays, Sundays or observed state holidays. On a seasonal basis, some facilities work four 10-hour shifts and are closed on either Mondays or Fridays. In these instances, no pickups will be made on the scheduled closure days for the individual facility.

The vendor shall recycle and/or dispose of used oil removed from any MoDOT Southeast District facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used oil picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall pump used oil out of MoDOT's barrels and bulk storage tanks. The vendor shall transport used oil removed from any MoDOT facility in a manner compliant with all applicable state, federal, or local laws. Upon request, the vendor shall notify MoDOT of the recycling center and/or disposal center, if any, to be used.

A pump ticket verifying the gallons picked up shall be provided and signed by the vendor's representative and a MoDOT representative from the originating facility. The gallons listed on the pump ticket must be verified by a definable method of measurement (no estimating), either by the use of a certified pump meter or by the use of a measuring stick ("sticking" the tank before and after pumping operations to determine the gallons picked up). One copy of the pump ticket shall be left with the MoDOT representative at the facility and a second copy should be included with the payment for the used oil. Checks should be made payable to the "Director of Revenue – Credit Road Fund" and submitted to Gloria Bunch at the MoDOT Southeast District at the mailing address shown herein.

Payment must be accompanied by either a copy of the pickup tickets or a summary list of such, which must include the date of pickup, the number of gallons along with the location of the pickup. The vendor must be able to supply a copy of any pickup tickets upon request. Payment must be received within 45 days of pickup.

Indemnification: The vendor shall be responsible for injury of damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the vendor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the vendors performance under this Agreement, the vendor assumes the obligation to save harmless the Commission including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The vendor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

The vendor shall obtain any permits and licenses required by law incidental to the work. The vendor shall comply with any local laws involving safety in the prosecution of the work. The vendor shall perform all deliveries to facilities in a safe and professional manner. The vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring. The vendor will be responsible for the complete cleanup of any spills occurring and costs incurred during pickup, transfer, or transport operations. The vendor must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The vendor will be responsible for cleaning up any spill in accordance with state and federal environmental regulations. The vendor must prevent spills from reaching streets, catch basins or other drainage structures during transfers. The vendor's truck operator must take an active part in the prevention of spills and take immediate actions to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to product transfer and departure, the operator shall examine the lowermost drain and all outlets for leakage and, if necessary, tighten, adjust or replace fittings to prevent product from leaking.

Southeast District
Facility Addresses & Physical Locations

| Facility | County | Address | Location |
|--------------------|----------------|---|--------------------------------------|
| Advance | Stoddard | 28275 Highway 25, Advance, MO 63730 | Jct 25 & 91 |
| Alton | Oregon | Rt 1 Box 1822, Alton, MO 65606 | Rt 160, 1 Mi E of Rt 19 |
| Ava | Douglas | Rt 3 Box 23B, Ava, MO 65608 | Rt 5, 0.5 Mi S of Rt 14 |
| Bellevue | Iron | 2633 Highway 21, Bellevue, MO 63623 | Jct 21 & Rt O |
| Bunker | Dent | 409 Highway A, Bunker, MO 63629 | Rt A, 0.4 Mi W of Rt 72 |
| Cape Girardeau | Scott | 3359 E Outer Road, Scott City, MO 63780 | I-55 EOR, S of Rt AB |
| Centerville | Reynolds | 36620 Highway 21, Lesterville, MO 63654 | Jct 21 & N |
| Charleston | Mississippi | 6712 N Outer Road, Charleston, MO 63834 | I-57 SOR, 0.2 Mi S of Rt 60 |
| Dexter | Stoddard | 1111 Hickory Log Drive, Dexter, MO 63841 | Rt 60, 0.5 Mi E of Bus Rt 60 |
| Doniphan | Ripley | Rt 3 Box 2277, Doniphan, MO 63935 | Jct 21 & 160 East Junction |
| Dora | Ozark | Rt 1 Box 3830, Dora, MO 65637 | Rt 181, 0.2 Mi N of Rt H |
| Ellington | Reynolds | 605 N Second Street, Ellington, MO 63638 | Rt 21, 0.2 Mi N of Rt 106 |
| Ellsinore | Carter | Rt 2 Box 2198, Ellsinore, MO 63937 | Jct 60 & 21 East Junction |
| Fredericktown | Madison | 1001 County Rd 200, Fredericktown, MO 63645 | Rt 67, 1 Mi S of Rt E |
| Gainesville | Ozark | Rt 1 Box 1C, Gainesville, MO 65655 | Rt. MM, 500 Ft W of Rt 5 |
| Hartville | Wright | 5804 Highway 5, Hartville, MO 65667 | Rt 5, 0.5 Mi N of Rt Z |
| Hayti | Pemiscot | 492 N Outer Road, Hayti, MO 63851 | I-55 EOR, 1.2 Mi N of Rt 84 |
| Houston | Texas | 1540 N Highway 63, Houston, MO 65483 | Rt 63, 1 Mi N of Houston on Rt B |
| Jackson | Cape Girardeau | 200 Highway Y, Jackson, MO 63755 | Jct Y & 61 |
| Kennett | Dunklin | 1600 Southwest Drive, Kennett, MO 63857 | Rt O, 0.5 Mi S of Rt 84 |
| Kewanee | New Madrid | 86 Highway W, New Madrid, MO 63869 | Rt W, 0.2 Mi W of Rt 61 |
| Malden | Dunklin | 4005 N Douglas Street, Malden, MO 63863 | Rt 25, 0.2 Mi S of Rt D |
| Marble Hill | Bollinger | Rt 2 Box 1655, Marble Hill, MO 63764 | Rt 51, 1.5 Mi N of Rt FF |
| Mountain Grove | Wright | 8675 Old Highway 60, Mountain Grove, MO 65711 | Old Rt 60, 0.4 Mi W of Bus 60 |
| Park Hills | St Francois | 2240 Conway Road, Park Hills, MO 63601 | Rt 67, 1.5 Mi S of Rt 8 |
| Patton | Bollinger | Rt 1 Box 2490, Patton, MO 63662 | Rt 72, 0.25 Mi E of Rt 51 |
| Perryville | Perry | 754 Lake Drive, Perryville, MO 63775 | I-55 WOR, 1 Mi N of Rt 51 |
| Piedmont | Wayne | Rt 2 Box 2636A, Piedmont, MO 63957 | Rt 49, 0.5 Mi N of Rt 34 |
| Poplar Bluff | Butler | 3568 Highway 67 North, Poplar Bluff, MO 63901 | Rt 67, 0.5 Mi N of Rt W |
| Puxico | Stoddard | 240 Highway 51 South, Puxico, MO 63960 | Rt 51, 0.5 Mi S of Rt PP |
| Qulin | Butler | 13148 Highway 53, Qulin, MO 63961 | Rt 53, 0.2 Mi N of Rt N |
| Sikeston Garage | Scott | 2675 N. Main, Sikeston, MO 63801 | |
| Sikeston Maint. | Scott | 111 Edwards Street, Sikeston, MO 63801 | Rt 62, 1.25 Mi W of I-55 |
| Silva | Wayne | 301 Main Street, Silva, MO 63964 | Rt 67, 0.2 Mi S of Rt 34 |
| St Genevieve | St Genevieve | 17651 Highway 32, St Genevieve, MO 63670 | Rt 32, 0.5 Mi W of I-55 |
| Summersville | Texas | 235 S Highway 17, Summersville, MO 65571 | Rt 17, 0.3 Mi S of Rt 106 |
| Van Buren | Carter | HCR 1 Box 99, Van Buren, MO 63965 | Rt 60, 1 Mi E of Rt C |
| West Plains | Howell | 1287 County Road 8690, West Plains, MO 65775 | Rt 63, 0. Mi S of Rt ZZ |
| Willow Spgs Garage | Howell | 3956 E. Main, Willow Springs, MO 65793 | Rt 60, 0.5 M E of Rt 60/63 South Jct |
| Willow Spgs Maint. | Howell | 3956 E. Main, Willow Springs, MO 65793 | Rt 60, 0.5 M E of Rt 60/63 South Jct |
| Winona | Shannon | 106 Industrial Drive, Winona, MO 65588 | Rt 19, 1 Mi N of Rt 60 |

Facility locations may be added and/or deleted as mutually agreed upon between MoDOT and Vendor. Facilities may be relocated to new geographical areas. The Vendor shall take the aforementioned additions, deletions and relocations into consideration as part of the contract.

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 **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

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.