



**MISSOURI DEPARTMENT OF TRANSPORTATION  
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION**

**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: DECEMBER 30, 2009	<b>QUOTE DUE BY (DATE AND TIME):</b> JANUARY 12, 2010 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
TO BE DELIVERED BY: SPECIFY AN APPROXIMATE DELIVERY TIME (A.R.O. = AFTER RECEIPT OF ORDER) IN THE SPACE PROVIDED BELOW.	<b>QUOTATION # D210-046-R2</b>  THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 <b>FAX: (660)-385-1707</b>
Mailing Address: <b>(RFQ responses may be faxed)</b> Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552	Delivery Locations: For as-needed orders to multiple locations in the 14 counties of MoDOT District 2 (North Central Missouri). Refer the address/location cross-reference listing below for a sample list of potential delivery points.	

**MoDOT District 2 will periodically order items, such as those listed herein, to improve storage and containment at our various facilities, as needs are identified and budgetary constraints allow, during the contract period (from the date of award of this RFQ through December 31, 2010).**

**The product numbers referenced below and the enclosed specification descriptions are taken from the web site [www.newpig.com](http://www.newpig.com) and are examples of the type of materials we may require, in regards to load capacities, sump capacities, size/footprint, handling capability, material construction, etc.**

**Alternate brands may be quoted, provided they are equal to the samples listed. If quoting alternate brands, you must submit product data sheets for each item with your response, so we can ensure the quoted materials are equal to the specified samples and will be acceptable to MoDOT District 2.**

Qty	U/M	SPILL CONTAINMENT PALLETS	UNIT PRICE (Calendar Year 2010)	DELIVERY TIME (After Receipt of Order)
1	EA	<b>ITEM # 1:</b> 1-Drum Poly Pallet without drain (for both poly and steel 55-gallon drums) <b>New Pig Product # PAK987</b>	\$	A.R.O.
1	EA	<b>ITEM # 2:</b> Poly Loading Ramp (for use with the above 1-drum pallet) <b>New Pig Product # PAK989</b>	\$	
1	EA	<b>ITEM # 3:</b> 2-Drum Poly Pallet without drain (for both poly and steel 55-gallon drums) <b>New Pig Product # PAK604</b>	\$	
1	EA	<b>ITEM # 4:</b> Poly Loading Ramp (for use with the above 2-drum pallet) <b>New Pig Product # PAK734</b>	\$	
<b>CONTINUED ON PAGE TWO</b>				

<b>VENDOR NAME:</b>	(Please enter your company name in this block)
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**CONTINUED FROM PAGE ONE**

Qty	U/M	SPILL CONTAINMENT PALLETS	UNIT PRICE (Calendar Year 2010)	DELIVERY TIME (After Receipt of Order)	
1	EA	<b>ITEM # 5:</b> 4-Drum Poly Pallet without drain (for both poly and steel 55-gallon drums) <b>New Pig Product # PAK672</b>	\$	<hr/> A.R.O.	
1	EA	<b>ITEM # 6:</b> Poly Loading Ramp (for use with the above 4-drum pallet) <b>New Pig Product # PAK734</b>	\$		
1	EA	<b>ITEM # 7:</b> <u>Small Footprint Style</u> 4-Drum Poly Pallet without drain (for poly & steel 55- gallon drums) <b>New Pig Product # PAK210</b>	\$		
1	EA	<b>ITEM # 8:</b> Poly Loading Ramp (for use with the above 4-drum pallet) <b>New Pig Product # PAK734</b>	\$		
1	EA	<b>ITEM # 9:</b> 6-Drum Poly Deck without drain (for both poly and steel 55-gallon drums) <b>New Pig Product # PAK756</b>	\$		
1	EA	<b>ITEM # 10:</b> Poly Loading Ramp (for use with the above 6-drum pallet) <b>New Pig Product # PAK726</b>	\$		
1	EA	<b>ITEM # 11:</b> 8-Drum Poly Deck without drain (for both poly and steel 55-gallon drums) <b>New Pig Product # PAK956</b>	\$		
1	EA	<b>ITEM # 12:</b> Poly Loading Ramp (for use with the above 8-drum pallet) <b>New Pig Product # PAK726</b>	\$		
1	EA	<b>ITEM # 13:</b> Twin Poly IBC (Intermediate Bulk Container) Tote Containment Unit without drain <b>New Pig Product # PAK749</b>	\$		
<b>TOTAL PRICING EXTENSION:</b> (Cost for One Each of Item #'s 1 through 13)			\$		
Specify the percentage discount which will be applied to any catalog pricing or MSRP (Manufacturer's Suggested Retail Pricing) for similar additional items by your company offers, that we may find a need for during the contract period.					<hr/> % discount

**SPECIAL TERMS AND CONDITIONS**

**Award**

Award of this quote will be made on an "All Or Nothing" basis using the "lowest and best" principle of award, based upon comparing the total price of a quantity of one (1) each of the items listed. Actual quantities ordered will vary.

**Increase or Decrease Quantities**

MoDOT District 2 reserves the right to increase or decrease the quantity of material actually ordered from those quantities listed above. The quantities listed above are for comparison purposes only to determined the awarded vendor. Actual quantities ordered by MoDOT during the contract period will be furnished by the vendor at the same unit price per item.

**Pricing Guarantee**

The unit prices/percentage discount quoted shall remain **FIRM** for any orders placed through December 31, 2010. MoDOT reserves the right to negotiate with the successful vendor for extensions to this contract period, if needed.

**F.O.B.**

All materials quoted are F.O.B. Destination (as outlined herein). Freight costs must be included in the unit prices quoted and not listed as a separate line item. Freight costs must also be figured into any percentage discount offered for catalog or MSRP pricing of other items offered by your company (no additional charges for freight costs).

**Delivery Requirements**

The vendor shall furnish the Missouri Department of Transportation’s designated delivery point with 24 hours notice before making any delivery. Notification should be during the normal workday preceding the day on which the vendor desires to make delivery. It will be necessary for a representative of the Missouri Department of Transportation to be present when materials are delivered. No deliveries on Saturdays, Sundays or state holidays.

During construction/maintenance seasons, many maintenance buildings work 4-10 shifts and deliveries cannot be made on the “off” days for those buildings. Specific shift information for the applicable delivery locations will be provided to the awarded vendor when the purchase orders are issued.

**Delivery Locations**

The following is a list of delivery points in MoDOT District 2 for as-needed, if-needed, orders during the contract period. This list is not all-inclusive but is a representative sample of the most likely potential delivery locations.

<b>Facility</b>	<b>County</b>	<b>Address</b>	<b>Location</b>
Atlanta	Macon	708 N. Atterbury, Atlanta, MO 63530	Old Rt. 63 – 0.8 miles north of Rt. M
Bosworth	Carroll	Becks St., Bosworth, MO 64623	Becks St. – 0.4 miles north of Rt. M
Brookfield	Linn	28877 Hwy. 11, Brookfield, MO 64628	Rt. 36 and Rt. 11 Jct.
Carrollton	Carroll	215 South Mason, Carrollton, MO 64633	Old Rt. 65 – 0.2 miles south of Bus. 65
Chillicothe	Livingston	1301 Mitchell Ave., Chillicothe, MO 64601	Rt. 36 – 1 mile east of Rt. 65
Fayette	Howard	871 State Hwy 240, Fayette, MO 65248	Rt. 240 – 1 mile south of Rt. W
Green City	Sullivan	17403 Rte 129, Green City, MO 63545	Rt. 129 and Rt. YY Jct.
Harris	Sullivan	15587 Hwy 139, Harris, MO 64645	Rt. 139 – 0.6 miles south of Rt. E
Jct. C & V	Linn	16131 Hwy V, Purdin, MO 64674	Rt. C and Rt. V Jct.
Keytesville	Chariton	220 E. Jackson, Keytesville, MO 65261	Rt. 24 and Rt. 5 Jct.
Kirksville	Adair	22777 Potter Trail, Kirksville, MO 63501	Old Rt. 6 – 2 miles west of Rt. 63
Lancaster	Schuyler	Hwy 63 N, Lancaster, MO 63548	Rt. 63 – 0.2 miles north of Rt. 202
Macon	Macon	26988 US Hwy 63, Macon, MO 63552	Rt. 63 – 0.5 miles south of Rt. DD
Marshall	Saline	Rt. 2 Box 253, Marshall, MO 65340	Rt. 20 – 0.1 miles west of Rt. 65
Marshall Jct.	Saline	13322 Jewel Ave., Marshall, MO 65340	Rt. 65 – 1.5 miles north of I-70
Milan	Sullivan	1800 North Pearl, Milan, MO 63556	Rt. 6 and Rt. 5 Jct.
Moberly	Randolph	1501 East Hwy 24, Moberly, MO 65270	Rt. 24 – 0.9 miles east of Rt. 63
New Cambria	Macon	29992 State Hwy P, New Cambria, MO 63558	Rt. P – 0.4 miles south of Rt. 36
Princeton	Mercer	RR 2 Box 316B, Princeton, MO. 64673	Rt. 65 – 1 mile north of Rt. 136
Sweet Springs	Saline	326 Hwy 127, Sweet Springs, MO 65351	Rt. 127 – 0.1 miles north of I-70
Trenton	Grundy	230 East Hwy 6, Trenton, MO 64683	Rt. 6 – 2 miles east of Rt. 65
Unionville	Putnam	2653 Main St., Unionville, MO 63565	Rt. 136 – 0.2 miles west of Rt. 5 E.
Special Crews (Brookfield)		28865 Hwy 11, Brookfield, MO 64628	Rt. 36 and Rt. 11 Jct.
Sign Shop & Special Crews		26826 US Hwy 63, Macon, MO 63552	Rt. 63 – 0.3 miles south of Rt. DD
District Headquarters		902 N. Missouri St., Macon, MO 63552	Rt. 63 and Maffry St. Jct.

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

## FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

## FOR OTHERS:

State of domicile: \_\_\_\_\_

## FOR ALL VENDORS:

List address of Missouri offices or places of business:

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### THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

**Certificate of Good Standing**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

**RsMO 34.040.6 Compliance**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

**VENDOR NOTES**

VENDORS SHOULD ATTACH OTHER PERTINENT OR SUPPORTING DATA WITH THEIR RESPONSE TO THIS RFQ.

**REMINDER:**

**Alternate brands may be quoted, provided they are equal to the samples listed. If quoting alternate brands, you must submit product data sheets for each item with your response so we can ensure the quoted materials are equal to the specified samples and acceptable to MoDOT District 2.**

**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 vendor information section (below), the vendor should specify the "remit to" company/address in the vendor notes section (above).**

**VENDOR INFORMATION**

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):						
	Phone #:						
	Cellular #:						
Email Address:	Fax #:						
Printed Name and Title of Responsible Officer or Employee:	Signature:						
Is your company registered/certified with the State of Missouri as a (please circle):							
	<table> <tr> <td>MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td>YES</td> <td>NO</td> </tr> <tr> <td>WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td>YES</td> <td>NO</td> </tr> </table>	MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO					
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO					
If you would like information about MBE/WBE certification, please contact the Officer of Supplier of Workforce Diversity by calling 1-877-259-2963 or visit the following internet address: <a href="http://www.oswd.mo.gov">http://www.oswd.mo.gov</a>							
Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS? YES NO							
<p>A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran's affairs. A service-disabled veteran business is defined as a business concern:</p> <ul style="list-style-type: none"> <li>not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of publicly owned businesses, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>the management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ul>							

**All responses to this Request For Quotation should be submitted on this form and pages 1 thru 5 should be returned to the Buyer listed above at the District mailing address or fax number shown.**

**Note: If any of the “Standard Solicitation Provisions” and “General Terms and Conditions” on the following pages conflict with the requirements outlined in this Request For Quotation, the RFQ requirements will supersede those below.**

### **STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

### **GENERAL TERMS AND CONDITIONS**

#### **General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

#### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

#### **Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

### **Invoicing and Payment**

- a. MoDOT 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/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

### **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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

### **Executive Order**

- a. 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **Warranty**

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

### **Status of Independent Contractor**

- a. 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.

### **Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO QUOTE FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.**

THANK YOU

**NO QUOTE**

DATE: \_\_\_\_\_

TO: Missouri Department of Transportation – District 2  
General Services (Procurement) Division  
902 North Missouri Street P.O. Box 8  
Macon, MO. 63552  
(660)-385-1707 – fax #

FROM: \_\_\_\_\_ (Company Name)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Email Address)

Our company is submitting “NO QUOTE” on RFQ # \_\_\_\_\_ for the reason(s) indicated below:

- ( ) Product or service is not available or cannot meet the required specifications
- ( ) Other obligations – cannot make required deadline
- ( ) The delivery point or work location is outside of our territory or coverage/service area
- ( ) Other – Please explain below:  
\_\_\_\_\_

- ( ) Please keep our name on the bidder’s list for future opportunities on this product or service.
- ( ) Please remove our name from your bidder’s list for this product or service.

**FAILURE TO RETURN A QUOTE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES**

## SPECIFICATION SAMPLE SHEET – RFQ ITEM # 1 (ONE DRUM PALLET):

**New Pig Product Number:** PAK987

**Item Name:** PIG® Heavy-Duty Poly Spill Containment Pallet

**Load Capacity UDL:**

- 800 lbs./each (362.9 kg/each)

**Sump Capacity:**

- 61 gal./each (230.9 L/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK987-BK-WOD	—	Black	Without Drain	1 each	40" (101.6cm)	40" (101.6cm)	12.5" (31.8cm)	—	—	—	53lbs. (24kg)	10

**Description:** A poly containment pallet designed with a footprint for storing a single drum.

**Application:** Used as a containment pallet for a single 55-gallon drum or any other smaller container, to contain any leaks, drips or spills from the stored container.

**Product Features:**

The PIG® Heavy-Duty Poly Spill Pallet helps you comply with containment regulations while storing a single steel or poly drum. Capture leaks, drips and spills to keep floors dry and workers safe.

- 800 lbs. UDL capacity is strong enough for storing liquids with high specific gravities and for moving fully loaded drums in place; innovative design transfers weight to load bearing channels to maximize capacity
- Molded-in sump catches leaks, drips and spills to help you comply with regulations and keep your storage areas clean and safe
- Low 12.5" height means loading and unloading require less effort and drum tops are within easier reach
- Low-density polyethylene (LDPE) construction resists UV rays, rust, corrosion and most chemicals for long, trouble-free life
- Removable textured grating enhances traction to minimize costly slips and to help prevent drums from sliding; lifts out to provide unrestricted sump access for hassle-free cleaning
- Optional drain plug lets you conveniently empty sump without removing drums or grating
- 2-way forklift entry allows easy movement from either direction (loaded or unloaded)
- Black sidewalls hide grime

**Composition:**

- Sump - Linear
- Low-Density Polyethylene w/ UV Inhibitors
- Grate - Injection-Molded Polyethylene Foam

**Additional Specifications:**

- Dimensions (Fork Pocket): 7" W x 4 1/2" H
- Dimensions (Grate): 26" L x 26" W
- Distance Between Fork Pockets: 8"
- Capacity: 1 Drum

**SPECIFICATION SAMPLE SHEET – RFQ ITEM # 2 (RAMP FOR ITEM # 1 ABOVE):**

**Item Number:** PAK989

**Item Name:** PIG® Loading Ramp

**Load Capacity:**

- 700 lbs./each (317.5 kg/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK989	—	—	—	1 each	70" (177.8cm)	28.5" (72.4cm)	12" (30.5cm)	—	—	—	73lbs. (33.1kg)	8

**Color:** Black

**Description:** A loading ramp constructed of both polyethylene and steel used for loading pallets 12" high.

**Application:** Used for loading drums onto the following New Pig 12"H containment pallets: PAK987.

**Product Features:**

Load and unload drums without a forklift. PIG® Loading Ramp makes pallets and decks easily accessible for drum trucks and hand carts.

- Light-weight polyethylene construction is chemical-resistant and easy to position
- Metal plate securely attaches Ramp to pallet or deck and provides a smooth transition for loading and unloading
- Ribbed surface provides traction for added safety
- Edge guards guide drum trucks and help prevent them from rolling off the sides

**Composition:**

- Polyethylene & Steel

**Additional Specifications:**

- Dimensions (Interior): 26" W x 8 3/4" H
- Dimensions (Ramp): 48" L
- Dimensions (Plate): 23" L
- Use with: 12" H Pallets

## SPECIFICATION SAMPLE SHEET – RFQ ITEM # 3 (TWO DRUM PALLET):

**Item Number:** PAK604

**Item Name:** PIG® Heavy-Duty Poly Spill Containment Pallet

**Load Capacity UDL:**

- 4500 lbs./each (2041.2 kg/each)

**Sump Capacity:**

- 66 gal./each (249.8 L/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK604-BK-WOD	—	Black	Without Drain	1 each	65.5" (166.4cm)	40" (101.6cm)	8.75" (22.2cm)	—	—	—	80lbs. (36.3kg)	10

**Description:** A polyethylene sump with deck surface used to store and provide containment for two 55-gallon drums.

**Application:** Used to store two 55-gallon drums or smaller containers. In the event of a failure to the stored container, liquids would be captured in the sump, helping prevent contamination to the surrounding environment.

**Product Features:**

The PIG® Heavy-Duty Poly Spill Containment Pallet helps you comply with regulations while storing steel and poly drums. Capture leaks, drips and spills to keep floors dry and workers safe.

- 4,500-lb. UDL capacity is strong enough for storing liquids with high specific gravities and for moving fully loaded drums in place; innovative design transfers weight to load bearing channels to maximize capacity
- Molded-in sump catches leaks, drips and spills to help you comply with regulations and keep your storage areas clean and safe
- Super-low 8.75" height means loading and unloading require less effort and drum tops are within easier reach
- Low-density polyethylene (LDPE) construction resists UV rays, rust, corrosion and most chemicals for long, trouble-free life
- Removable textured grating enhances traction to minimize costly slips and to help prevent drums from sliding; lifts out to provide unrestricted sump access for hassle-free cleaning
- Optional drain plug lets you conveniently empty sump without removing drums or grating
- 2-way forklift entry allows easy movement from either direction (loaded or unloaded)
- Choose black sidewalls to hide grime; choose translucent white sidewalls for easy visual inspection

**Composition:**

- Sump - Linear Low-Density Polyethylene w/ UV Inhibitors
- Grate - Injection-Molded Polyethylene Foam

**Additional Specifications:**

- Distance Between Fork Pockets: 26"
- Dimensions (Fork Pocket): 7" W x 4 5/8" H
- Capacity: 2 Drums
- Dimensions (Grate): 52" L x 26" W
- Style: Heavy-duty

## SPECIFICATION SAMPLE SHEET – RFQ ITEM # 5 (FOUR DRUM PALLET):

**Item Number:** PAK672

**Item Name:** PIG® Heavy-Duty Poly Spill Containment Pallet

**Load Capacity UDL:**

- 9000 lbs./each (4082.4 kg/each)

**Sump Capacity:**

- 75 gal./each (283.9 L/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK672-BK-WOD	—	Black	Without Drain	1 each	62.5" (158.8cm)	62.5" (158.8cm)	8.75" (22.2cm)	—	—	—	125lbs. (56.7kg)	10

**Description:** A low-profile polyethylene sump with deck surface. Used to store and provide containment for up to four 55-gallon drums.

**Application:** Used to store four 55-gallon drums or other smaller size containers. In the event of a failure of the stored container, liquids are captured in the sump, helping prevent contamination to the surrounding environment.

**Product Features:**

The PIG® Heavy-Duty Poly Spill Pallet helps you comply with containment regulations while storing steel and poly drums. Capture leaks, drips and spills to keep floors dry and workers safe.

- 9,000 lbs. UDL capacity is strong enough for storing liquids with high specific gravities and for moving fully loaded drums in place; innovative design transfers weight to load bearing channels to maximize capacity
- Molded-in sump catches leaks, drips and spills to help you comply with regulations and keep your storage areas clean and safe
- Super-low 8.75" height means loading and unloading require less effort and drum tops are within easier reach
- Low-density polyethylene (LDPE) construction resists UV rays, rust, corrosion and most chemicals for long, trouble-free life
- Removable textured grating enhances traction to minimize costly slips and to help prevent drums from sliding; lifts out to provide unrestricted sump access for hassle-free cleaning
- Optional drain plug lets you conveniently empty sump without removing drums or grating
- 4-way forklift entry allows easy movement from any direction (loaded or unloaded)
- Choose black sidewalls to hide grime; choose translucent white sidewalls for easy visual inspection
- Can also be used with IBC Containment Units

**Composition:**

- Sump - Linear
- Low-Density Polyethylene w/ UV Inhibitors
- Grate - Injection-Molded Polyethylene Foam

**Additional Specifications:**

- Dimensions (Grate): 52" L x 52" W
- Capacity: 4 Drums

**SPECIFICATION SAMPLE SHEET – RFQ ITEM # 7 (SMALL FOOTPRINT FOUR DRUM PALLET):**

**Item Number:** PAK210

**Item Name:** PIG® Poly Spill Containment Pallet

**Load Capacity UDL:**

- 6000 lbs./each (2721.6 kg/each)

**Sump Capacity:**

- 66 gal./each (249.8 L/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK210-WOD	—	—	Without Drain	1 each	51" (129.5cm)	51" (129.5cm)	10" (25.4cm)	—	—	—	80lbs. (36.3kg)	10

**Color:** Black

**Description:** A polyethylene sump with deck surface large enough to store four 55-gallon drums. In the event of a leak, fluid is contained in the sump preventing contamination to surrounding environment.

**Application:** For storage of both steel and polyethylene drums and smaller containers which need to meet containment regulations and/or for general housekeeping purposes.

**Product Features:**

The PIG® Poly Spill Pallet helps you comply with containment regulations while storing steel and poly drums. Capture leaks, drips and spills to keep floors dry and workers safe.

- 6,000 lbs. UDL capacity is strong enough to support four fully loaded steel or poly drums
- 2-way forklift entry allows easy movement from either direction (unloaded only)
- Molded-in sump catches leaks, drips and spills to help you comply with regulations and keep your storage areas clean and safe
- Low 10" height means loading and unloading require less effort and drum tops are within easier reach
- Compact footprint reduces floor area needed for drum storage
- Low-density polyethylene (LDPE) construction resists UV rays, rust, corrosion and most chemicals for long, trouble-free life
- Removable textured grating enhances traction to minimize costly slips and to help prevent drums from sliding; lifts out to provide unrestricted sump access for hassle-free cleaning
- Optional drain plug lets you conveniently empty sump without removing drums or grating
- Nestable design permits stacking when not in use to save space; lowers cost of bulk shipping
- Black color hides grime for a neat appearance

**Composition:**

- 100% Polyethylene (LDPE) w/ UV Inhibitors

**Additional Specifications:**

- Dimensions (Grate): 48" L x 48" W

**SPECIFICATION SAMPLE SHEET – RFQ ITEM #'S 4, 6 & 8 (RAMP FOR ITEM #'S 3, 5 & 7 ABOVE):**

**Item Number:** PAK734

**Item Name:** PIG® Poly Ramp



**Load Capacity:**

- 700 lbs./each (317.5 kg/each)

Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK734	—	—	—	1 each	—	28.5" (72.4cm)	10" (25.4cm)	54.63" (138.8cm)	—	—	43.88lbs. (19.9kg)	1

**Color:** Black

**Description:** A light-weight loading ramp for 2- and 4-drum heavy-duty poly pallets.

**Application:** Used for loading drums onto 8 3/4" or 10" high, 2- or 4-Drum Heavy-Duty Pallets: PAK604, PAK672 & PAK210.

**Product Features:**

Load and unload drums without a forklift. PIG® Poly Ramp makes pallets and decks easily accessible for drum trucks and hand carts.

- Light-weight polyethylene construction is chemical-resistant and easy to position
- Metal plate securely attaches Ramp to pallet or deck and provides a smooth transition for loading and unloading
- Ribbed surface provides traction for added safety
- Edge guards guide drum trucks and help prevent them from rolling off the sides

**Composition:**

- Ramp - Polyethylene
- Plate - 1/8" Hot-Rolled Steel

**Additional Specifications:**

- Dimensions (Interior): 26" W x 8 3/4" H
- Use with: 8-3/4" and 10" H Pallets

## SPECIFICATION SAMPLE SHEET – RFQ ITEM # 9 (SIX DRUM DECK):

**Item Number:** PAK756

**Item Name:** PIG® 6-Drum Poly Deck

**Load Capacity UDL:**

- 6000 lbs./each (2721.6 kg/each)

**Sump Capacity:**

- 66 gal./each (249.8 L/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK756-BK	—	Black	—	1 each	74.25" (188.6cm)	50.06" (127.2cm)	5.19" (13.2cm)	—	—	—	130lbs. (59kg)	1

**Description:** A one-piece, high-capacity drum storage containment deck.

**Application:** Now you can store up to 6 drums in compliance without the added expense or labor of connecting multiple decks.

**Product Features:**

Store up to 6 drums in compliance on a single low-profile deck. Now you can store up to 6 drums in compliance without the added expense or labor of connecting multiple decks.

- Sturdy, durable deck holds up to 6,000 lbs. UDL; strong enough to support 6 fully-loaded drums
- 66-gallon sump capacity
- Polyethylene construction resists chemicals and UV light
- Grates can easily be removed to clean sump
- Low 5.25" H profile makes it easy to load and unload drums; for even easier loading, add an optional Ramp (PAK726, PAK538, each sold separately)

**Composition:**

- Sump - Linear Low-Density Polyethylene w/ UV Inhibitors
- Grates - Injection Molded Polyethylene

## SPECIFICATION SAMPLE SHEET – RFQ ITEM # 11 (EIGHT DRUM DECK):

**Item Number:** PAK956

**Item Name:** PIG® 8-Drum Poly Deck

**Load Capacity UDL:**

- 12000 lbs./each (5443.2 kg/each)

**Sump Capacity:**

- 75 gal./each (283.9 L/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK956-BK	—	Black	—	1 each	98.25" (2.5m)	50.25" (127.6cm)	5.25" (13.3cm)	—	—	—	161lbs. (73kg)	8

**Description:** A one-piece, high-capacity drum storage containment deck.

**Application:** Now you can store up to 8 drums in compliance without the added expense or labor of connecting multiple decks.

**Product Features:**

Store up to eight drums in compliance on a single Poly Deck. PIG® 8-Drum Poly Deck captures leaks, drips and spills to keep floors dry and workers safe.

- One-piece design eliminates the expense and labor of connecting multiple decks; Deck is strong enough to support eight fully loaded drums
- Polyethylene construction resists UV rays, rust, corrosion and most chemicals
- Low-profile design is easy to load or unload; pumps and funnels are easy to access
- Removable nonslip grate adds surface traction; lifts out for easy access to sump
- Black sidewalls hide grime

**Composition:**

- Sump - Linear Low-Density Polyethylene w/ UV Inhibitors
- Grates - Injection Molded Polyethylene

**SPECIFICATION SAMPLE SHEET – RFQ ITEM #'S 10 & 12 (RAMP FOR ITEM #'S 9 & 11 ABOVE):**

**Item Number:** PAK726

**Item Name:** PIG® Poly Loading Ramp

**Load Capacity:**

- 600 lbs./each (272.2 kg/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK726-BK	—	Black	—	1 each	—	32" (81.3cm)	—	24" (61cm)	—	—	17lbs. (7.7kg)	20

**Description:** Polyethylene loading ramp.

**Application:** Used as a loading ramp (closest compatible ramp for 6-drum & 8 drum poly decks: PAK756 and PAK726).

**Product Features:**

Load and unload drums without a forklift. PIG® Poly Loading Ramp makes pallets and decks easily accessible for drum trucks and hand carts.

- Light-weight polyethylene construction is chemical-resistant and easy to position
- Steel clamps securely attach Ramp to pallet or deck
- Ribbed surface provides traction for added safety
- Edge guards guide drum trucks and help prevent them from rolling off the sides

**Composition:**

- Polyethylene

**Additional Specifications:**

- Dimensions (Interior): 29 1/2" W x 24" Deep x 5 3/8" H
- Use with: 5.75" decks

## SPECIFICATION SAMPLE SHEET – RFQ ITEM # 13:

**Item Number:** PAK749

**Item Name:** PIG® Twin Poly IBC Containment Unit

**Load Capacity UDL:**

- 16000 lbs./each (7257.6 kg/each)

**Sump Capacity:**

- 535 gal./each (2025 L/each)



Item #	Size	Color	Misc. Features	Amount	Length	Width	Height	Depth	Int. Dia.	Ext. Dia.	Weight	Qty/Pallet
PAK749-WOD	—	—	Without Drain	1 each	124.6" (3.2m)	61.625" (156.5cm)	22" (55.9cm)	—	—	—	554lbs. (251.3kg)	2

**Color:** Black

**Description:** A poly containment unit designed to store two IBCs side by side while providing containment from any leaks or spills that may occur.

**Application:** Contain leaks, spills, or drips from IBCs or other stored containers.

**Product Features:**

Side-by-side Containment Units help you comply with regulations and store two IBC tanks safely. Capture leaks, drips and spills to keep floors dry and workers safe.

- Side-by-side design lets you store two IBC tanks on one unit (8,000 lbs UDL per side); avoids the higher cost of buying two single units
- Low profile for easy access to and dispensing from IBC tanks
- Solid anti-slip deck holds a variety of IBC sizes
- Polyethylene construction resists UV rays, rust, corrosion and most chemicals
- Two-way forklift entry for easy movement when not loaded
- Black sidewalls hide grime

**Composition:**

- Polyethylene