



**MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION**

REQUEST FOR BID

It is the vendor's responsibility to read & comply with all conditions, specifications, & instructions herein.

TODAY'S DATE: DECEMBER 1, 2014	RESPONSES DUE NO LATER THAN: DECEMBER 16, 2014 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
MATERIALS MAY DELIVERED ANY TIME AFTER NOTICE TO PROCEED/P.O. RECEIPT, BUT SHALL BE COMPLETED NO LATER THAN JUNE 16, 2015.	REQUEST # NE15-22B-R2 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 No RFB Responses Accepted By Fax
Mailing Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552		Delivery Location: Missouri Department of Transportation (MoDOT) Northeast District 17 Various Maintenance Buildings (Refer to the information herein for details)

MoDOT is seeking bids from vendors who can provide clean cinder materials to the various maintenance buildings listed herein. Bid pricing submitted should include the cost of cinder materials and delivery.

Clean Cinders Specification: Screened/Washed Wet Bottom Boiler Slag, Black/Brown in color (black preferred), Equal to cinders from Harsco Minerals (Cinders) or Charah (Eco-Sand), as visually approved by MoDOT staff.

VENDOR NAME:				
(Please enter your company name in this block)				
Qty	U/M	DIRTY CINDERS Delivered To:	UNIT PRICE	UNIT PRICE EXTENSION
750	Tons	Bowling Green Maintenance Bldg.	\$	\$
650	Tons	Canton Maintenance Bldg.	\$	\$
2300	Tons	Center Maintenance Bldg.	\$	\$
350	Tons	Edina Maintenance Bldg.	\$	\$
850	Tons	Elsberry Maintenance Bldg.	\$	\$
1300	Tons	Kirksville Maintenance Bldg.	\$	\$
200	Tons	Lancaster Maintenance Bldg.	\$	\$
800	Tons	Macon Maintenance Bldg.	\$	\$
2250	Tons	Mexico Maintenance Bldg.	\$	\$
500	Tons	Moberly Maintenance Bldg.	\$	\$
500	Tons	New Cambria Maintenance Bldg.	\$	\$
800	Tons	New Florence Maintenance Bldg.	\$	\$
2400	Tons	Palmyra Maintenance Bldg.	\$	\$
1200	Tons	Paris Maintenance Bldg.	\$	\$
1700	Tons	Shelbina Maintenance Bldg.	\$	\$
1400	Tons	Troy Maintenance Bldg.	\$	\$
400	Tons	Wayland Maintenance Bldg.	\$	\$

MATERIALS

The following are the material sources of supply known to the MoDOT Northeast District:

Charah, Inc. (Eco-Sand) Attn: Shaun Shanahan 3435 Labadie Bottom Road Labadie, MO. 63055 (Labadie Power Plant) (502)-744-5766 – cellular phone Email: sshanahan@charah.com	Harsco Minerals (Cinders) Attn: Eddie Childress 4461 Highway F Clifton Hill, MO. 65244 (Thomas Hill Power Plant) (913)-403-6511 – cellular phone Email: echildress@harsco.com	Harsco Minerals (Cinders) Attn: Chris Friend 13090 E. Mainto Road Pekin, IL. 61554 (Dominion Power Plant) (913)-209-2917 – cellular phone Email: cfriend@harsco.com
This list is not meant to be all-inclusive or promote a specific vendor, but is shared for reference purposes only.		

DELIVERY LOCATIONS

Facility	County	Address	City	Zip Code
Bowling Green	Pike	1416 Business Hwy. 54	Bowling Green	63334
Canton	Lewis	17365 Hwy. 81	Canton	63435
Center	Ralls	22447 Hwy. 19	Center	63436
Edina	Knox	Rt. 3 Box 180	Edina	63537
Elsberry	Lincoln	3329 North Hwy. 79	Elsberry	63343
Kirksville	Adair	22777 Potter Trail	Kirksville	63501
Lancaster	Schuyler	Hwy. 63 North	Lancaster	63548
Macon	Macon	26988 US Hwy. 63	Macon	63552
Mexico	Audrain	1600 Christopher Dr.	Mexico	65265
Moberly	Randolph	1501 East Hwy. 24	Moberly	65270
New Cambria	Macon	29992 State Hwy. P	New Cambria	63558
New Florence	Montgomery	540 Farm Tree Road	New Florence	63363
Palmyra	Marion	4945 County Road 288	Hannibal	63401
Paris	Monroe	25191 Business Hwy. 24	Paris	65275
Shelbina	Shelby	213 North Douglas	Shelbina	63468
Troy	Lincoln	121 Francis Dr.	Troy	63379
Wayland	Clark	Rt. 3 Box 45A	Kahoka	63445

SPECIAL TERMS AND CONDITIONS

Delivery Deadline & Payment

The awarded vendor may begin making deliveries any time after receiving notice to proceed or purchase order. The **delivery deadline** for the final and total completion of any awarded orders will be **June 16, 2015**. Please note, due to MoDOT budgetary constraints, regardless of the date of any deliveries, **payment** for any associated invoices cannot and **will not be made until the month of July 2015**, after the beginning of the MoDOT FY16 fiscal year.

Award

It is not necessary to bid on all items. Award of this solicitation will be made on an “Item By Item” basis using the “lowest and best” principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the vendor’s responsibility to check the website for any addendums and tabulation/award results.

F.O.B. Requirements, Tax Exemption & Fees

Price all materials as F.O.B. Destination. All costs must be included in the unit price(s) & not listed separately. MoDOT is tax exempt. No additional fees, such as delivery, handling, tire, battery, environmental fees, taxes, or fuel surcharges, will be accepted on any purchase. These costs should all be buffered into your unit pricing.

Increase or Decrease Quantities

The quantities listed are MoDOT’s best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities based upon budget constraints or changes in project requirements. The final quantity ordered by MoDOT shall be furnished at the same unit price(s).

Basis of Measurement for Payment

For bulk truck deliveries (aggregates, etc.), the quantities for basis of payment are to be determined as provided in Section 310 of the 2011 Edition of the Missouri Standard Specifications for Highway Construction.

Delivery – Additional Requirements

To complete orders in a quick and timely manner, deliveries are REQUESTED to be 500 Tons Per Day and a minimum of 200 Tons Per Day will be REQUIRED. MoDOT will **not** provide a loader or operator at any supplier’s facility. It will be the vendor’s responsibility to work with the supplier’s location for scheduling loading and scaling operations and still meet the minimum daily haul rate required. This is especially important when working with the Thomas Hill Power Plant, as they have limited hours of operation, which vendor’s have to work around. MoDOT will provided all awarded vendors with contact information on the other awarded vendors so they can communicate between themselves and the supplier to plan and schedule work to minimize conflicts, to avoid having too many trucks wanting to load at the same day/time causing delays and lost work time. The Contractor shall furnish MoDOT with a planned delivery schedule at least 24 hours before starting delivery. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery. It will be necessary for a MoDOT representative to be present when material is delivered. No material will be accepted that has been dumped in the absence of the department’s aggregate materials checker. The Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein. No deliveries will be made outside of normal working hours, Saturdays, Sundays, or holidays unless specifically authorized by the engineer or a designated representative. During construction/maintenance seasons, many maintenance buildings work 4-10 shifts and deliveries may not be made on the “off” days for those buildings.

Liquidated Damages

In the event the Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that **the sum of \$100.00 per day** for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

All responses to this solicitation should be submitted on this form and pages 1 through 4 (as a minimum) are to be returned to the buyer listed above at the district address shown. Responses must be mailed, or hand-delivered. Sealed bid responses may NOT be faxed or emailed.

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

IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.

NO BID / NO QUOTE

DATE: _____

TO: Missouri Department of Transportation – Northeast District
General Services (Procurement) Division
26826 U.S. Highway 63
Macon, MO. 63552
(573)-526-3169 – fax #

FROM: _____ (Company Name)
_____ (Contact Person)
_____ (Mailing Address)
_____ (City, State, Zip Code)
_____ (Office Phone #)
_____ (Cellular Phone #)
_____ (Fax #)
_____ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # _____ for the reasons indicated below (check all that apply):

- Product or service is not available or cannot meet the required specifications
- 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 RESPONSE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

This “No Bid/No Quote” form may be faxed back to (573)-526-3169.

Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (MHTC) 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 upon request, if applicable.

Right of Acceptance/Rejection

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 solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her 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 according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

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. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

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. 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. 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. 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.

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.

(T&C's Version August 2014)

Informational Note: For mailing bid responses, UPS deliveries are typically made to the Procurement office in Macon in the mid-morning, while FedEx and U.S. Postal Mail are not typically received until the late afternoon. Regardless of delivery method, check with the carrier to ensure the response will be delivered before the 1:00 PM deadline. Late responses cannot be accepted.