



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES FROM \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments, shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: FEBRUARY 24, 2012	QUOTE DUE BY (DATE AND TIME): MARCH 9, 2012 1:00 PM C.S.T.	F.O.B. REQUIREMENTS: DESTINATION – FULL FREIGHT ALLOWED
TO BE DELIVERED/COMPLETED NO LATER THAN: 10-14 DAYS ARO	QUOTATION #: SW-12-029AM THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: ANDY McNEILL, CPPB SENIOR PROCUREMENT AGENT 417-895-7645
District Mailing Address #: Missouri Department of Transportation M.P.O. Box 868 3025 East Kearney Springfield, MO 65803 Facsimile #: 417-895-6704	Delivery Locations: Missouri Department of Transportation Southwest District Various Maintenance Locations	

Bagged and Bulk Winter Cold Mix Asphaltic Materials

Please use the form provided with this quote or attach a spreadsheet with products and prices available. Only materials listed on the MoDOT Construction and Materials Field Section 2080 Table 1, Qualified Bituminous Stockpile Patching Materials list will be accepted. List is attached at the end of this quotation document. This request is not a guarantee of materials that will be purchased. This request shall serve as a method to establish price agreements for materials that our maintenance areas may need. Therefore, low price may not be the only factor for establishing which materials will be purchased. Material cost, availability, previous material quality, etc., may be used as determining factors for selection of material source. Orders will be placed on an as needed if needed basis.

I, (We) propose and offer to supply **Bagged and Bulk Winter Cold Mix**, FOB each county listed at the quoted established price in which the Department will determine which material will be ordered on an "AS NEEDED BASIS". The contract period will be twelve consecutive months starting March 10, 2012 and ending February 28, 2013. Suppliers will be allowed to submit updated pricing per the following schedule outlined as follows. Pricing updates will be received by the Missouri Department of Transportation for pricing upgrades on the following dates and times:

1:00 P.M. Local Time, May 31, 2012
1:00 P.M. Local Time, August 31, 2012
1:00 P.M. Local Time, November 30, 2012

Bid pricing received on February 28, 2012 will remain firm until February 28, 2013. Updated pricing received on May 31, 2012 will take effect on June 1, 2012 and remain firm until August 31, 2012. Updated pricing received on August 31, 2012 will take effect on September 1, 2012, and remain firm until November 30, 2012. Updated pricing received on November 23, 2011 will take effect on December 1, 2012, and remain firm until February 28, 2013.

All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address or fax number shown above. See attached for conditions and instructions.

QUOTES MAY BE ACCEPTED BY FAX (417-895-6704) OR SCANNED AND EMAILED AS A PDF DOCUMENT TO: Andrew.McNeill@modot.mo.gov

Bid Sheet

ITEM #1 - BULK MATERIAL (APPROX. 20-25 TON LOADS)	
County	Original Contract Period <i>Firm, Fixed Price</i>
Barry	\$ _____ <i>Per Ton</i>
Barton	\$ _____ <i>Per Ton</i>
Bates	\$ _____ <i>Per Ton</i>
Benton	\$ _____ <i>Per Ton</i>
Cedar	\$ _____ <i>Per Ton</i>
Christian	\$ _____ <i>Per Ton</i>
Dade	\$ _____ <i>Per Ton</i>
Dallas	\$ _____ <i>Per Ton</i>
Greene	\$ _____ <i>Per Ton</i>
Henry	\$ _____ <i>Per Ton</i>
Hickory	\$ _____ <i>Per Ton</i>
Jasper	\$ _____ <i>Per Ton</i>
Lawrence	\$ _____ <i>Per Ton</i>
McDonald	\$ _____ <i>Per Ton</i>
Newton	\$ _____ <i>Per Ton</i>
Polk	\$ _____ <i>Per Ton</i>
St. Clair	\$ _____ <i>Per Ton</i>
Stone	\$ _____ <i>Per Ton</i>
Taney	\$ _____ <i>Per Ton</i>
Vernon	\$ _____ <i>Per Ton</i>
Webster	\$ _____ <i>Per Ton</i>

An attached spreadsheet detailing any volume discounts may be accepted. Otherwise please list any additional information below:

Bid Sheet

ITEM #2 BAGGED MATERIAL (ORDERED IN FULL TRUCKLOAD QUANTITIES-FLATBED DELIVERIES ONLY)	
County	Original Contract Period <i>Firm, Fixed Price</i>
Barry	\$ _____ <i>Per Bag</i>
Barton	\$ _____ <i>Per Bag</i>
Bates	\$ _____ <i>Per Bag</i>
Benton	\$ _____ <i>Per Bag</i>
Cedar	\$ _____ <i>Per Bag</i>
Christian	\$ _____ <i>Per Bag</i>
Dade	\$ _____ <i>Per Bag</i>
Dallas	\$ _____ <i>Per Bag</i>
Greene	\$ _____ <i>Per Bag</i>
Henry	\$ _____ <i>Per Bag</i>
Hickory	\$ _____ <i>Per Bag</i>
Jasper	\$ _____ <i>Per Bag</i>
Lawrence	\$ _____ <i>Per Bag</i>
McDonald	\$ _____ <i>Per Bag</i>
Newton	\$ _____ <i>Per Bag</i>
Polk	\$ _____ <i>Per Bag</i>
St. Clair	\$ _____ <i>Per Bag</i>
Stone	\$ _____ <i>Per Bag</i>
Taney	\$ _____ <i>Per Bag</i>
Vernon	\$ _____ <i>Per Bag</i>
Webster	\$ _____ <i>Per Bag</i>

Please specify bag weight in pounds: _____.

Please specify number of bags per pallet: _____.

Please specify number of pallets per truckload: _____.

An attached spreadsheet detailing any volume discounts may be accepted. Otherwise please list any additional information below:

MODOT LOCATIONS-SW DISTRICT

City	County	Address	City	ZIP	Directions
Anderson	McDonald	5511 State Hwy 59	Anderson	64720	Rt 71, 0.8 miles N/O Rt NN
Bolivar	Polk	2816 West Broadway	Bolivar	65613	RT 32, .05 miles E/O Rt 13
Bradleyville	Taney	20907 East Hwy 76	Taneyville	65759	Rt 76, 4.5 miles E/O Rt AA
Branson	Taney	275 SW Outer Rd	Branson	65616	0.2 mile W/O Jct 65/465
Buffalo	Dallas	215 North Ash Street	Buffalo	65622	Rt 65, 0.25 miles N/O Rt 32
Butler	Bates	RR4 Box 623	Butler	64730	Rt 52, 1.5 mi E/O Rt K
Carthage	Jasper	16623 Inca Road	Carthage	64836	Rt 96 & Rt 171 (E Jct)
Cassville	Barry	Rt 5 Box 5357	Cassville	65625	Rt 37, 1.8 Miles S. of Rts 76/86
Clinton	Henry	1057 E. Gaines Dr.	Clinton	64735	
Cole Camp	Benton	820 W. Main, Rt 52	Cole Camp	65325	Rt. 52, 1 mile west of Rt. U
Eldorado Springs	Cedar	Rt 2 Box 120	Eldorado Springs	64744	Rt 54, 1.0 miles E/O Rt 32
Galena	Stone	1880 State Hwy 248 West	Galena	65656	Rt 248, 2 miles S/O Rt 13
Greenfield	Dade	Rt 2 Box 38B	Greenfield	65661	Rt 39, .75 miles N/O Rt 160 (N Jct)
Joplin	Jasper	2800 Stephens Blvd	Joplin	64804	2800 Stephens Blvd
Lamar	Barton	67 SE 1st Lane	Lamar	64759	Old Rt 71, 0.2 miles S/O Rt 160
Lampe	Stone	1063 West Hwy 86	Lampe	65681	Rt 86, 1 mile W/O Rt 13
Marshfield	Webster	331 Pin Oak Loop	Marshfield	65706	Rt 38, 1.5 miles N/O I-44
Monett	Barry	4478 West Hwy 60	Monett	65708	Rt 60, 3 miles W/O 37/60
Mt. Vernon	Lawrence	1001 Spring Park Blvd	Mt. Vernon	65712	Rt 39 at I-44 Loop (W Jct)
Neosho	Newton	1300 S. Neosho Blvd	Neosho	64850	BR 60 & Daughtery
Nevada	Vernon	601 W Outer Road	Nevada	64772	601 West Outer Rd North
Osceola	St. Clair	5371 NE Bus Hwy 82	Osceola	64776	Rt 82, 0.1 miles W/O Rt 13
Ozark	Christian	1810 Selmore Road	Ozark	65721	FR, 0.5 miles E/O RT K
Preston	Hickory	Route 1, Box 124	Preston	65732	Rt 54, 0.25 miles E/O Rt 54
Republic	Greene	1925 South State Hwy N	Springfield	65802	Rt N, 0.5 miles S/O I-44
Seymour	Webster	500 State Hwy C	Seymour	65746	Rt C, 0.25 miles N/O Rt 60
Springfield	Greene	2455 North Mayfair Street	Springfield	65803	1 Block N/O Rt 744
Stockton	Cedar	13998 East Hwy 32	Stockton	65785	Rt 32, 0.5 miles W/O Rt 39 (E Jct)
Warsaw	Benton	Route 3 Box 255	Warsaw	65355	Rt. 65, Outer Rd and Rt. 7 N Jct

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

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

All bidders must furnish **ALL** applicable information requested below

COOPERATIVE AGREEMENT NOTICE

Each bidder is asked to indicate below whether they would be willing to offer **Winter Cold Mix Material** listed in the attached "Request for Quotation" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Winter Cold Mix Material** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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 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

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. 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.



**TRAFFIC CONTROL MATERIALS
FIELD SECTION 2080 TABLE 1
QUALIFIED BITUMINOUS STOCKPILE PATCHING MATERIAL
(2080BTSTPM)**

Brand Name

Supplier

QPR

QPR
12735 Morris Road, Suite 200
Alpharetta, GA 30004

Saturock

Carter-Waters
2440 West Pennway
Kansas City, MO 64108

Saturock Plus

Carter-Waters
2440 West Pennway
Kansas City, MO 64108

UPM

Unique Paving Materials
3993 East 93rd Street
Cleveland, OH 44105