



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED BID*****

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 10, 2015	BID DUE BY (DATE AND TIME): FEBRUARY 24, 2015 BY 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE FACILITY LOCATIONS)
CONTRACT PERIOD: <p style="text-align: center;">NOTICE TO PROCEED THROUGH MARCH 31, 2016</p>	BID #: KC-B15-009 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. <p style="text-align: center;">***SEALED BID***</p>	BUYER NAME: TONI TERRY SR GENERAL SERVICES TECHNICIAN 816-347-4112 TONI.TERRY@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation Procurement Division 600 NE Colbern Road Lee's Summit, MO 64086		Facility Locations: <p style="text-align: center;">Kansas City District Area</p>

1.0 This Request for Bid is to obtain pricing for the Kansas City District Area for the removal and disposal services of various waste products. The contract period would be effective from date of **Notice to Proceed through March 31, 2016**. The Missouri Department of Transportation may elect to renew this contract. The decision will require mutual written consent between MoDOT and the awarded vendor(s). If the option for renewal is exercised by MoDOT, the vendor shall agree to all terms and conditions of the Request for Bid. Renewal options are at the sole discretion of MoDOT.

- 2.0** The vendor's response to this Request for Bid shall include the following:
1. A copy of the vendor's transport license from the Missouri Department of Natural Resources. A copy shall be carried in the vendor's vehicle when picking up and hauling MoDOT used oil.
 2. A copy of the vendor's Environmental Protection Agency identification number.
 3. A copy of the vendor's certificate of insurance showing, as a minimum, the coverage outlined in the terms and conditions of this bid.

No final award will be made until all documents are received.

3.0 Award of this bid will be made on a "Multi Award - Item by Item" basis on the pickup of waste products of antifreeze, parts cleaning solvents, etc. MoDOT will use this price agreement to choose a vendor based on cost, distance and availability. These services will be utilized on an as needed, when needed basis. **The used oil pickup will be awarded to the highest bidder.**

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

5.0 Upon notification of award, the vendor will need to provide a copy of his/her Certificate of Insurance showing coverage in the amounts required in the terms and conditions prior to the issuance of any award by MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which documentation must be provided. The vendor's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address: 600 NE Colbern Road, Lee's Summit, MO 64086.

6.0 When services are requested by MoDOT for the pickup of waste products, the vendor must respond and complete the pickup within 5 business days after notification, unless other arrangements are made with and are acceptable to the supervisor of the individual facility. The vendor shall give at least 24 hours advance notice to

the facility supervisor prior to each pickup. The pickup of waste products will only be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, unless other arrangements are made with and are acceptable to the supervisor of the individual facility. It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is picked up. No pickups will be made on Saturdays, Sundays or observed state holidays. On a seasonal basis, some facilities work four 10-hour shifts and are closed on either Mondays or Fridays. In these instances, no pickups will be made on the scheduled closure days for the individual facility.

- 7.0** The vendor shall recycle and/or dispose of used oil removed from any MoDOT Kansas City District facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used oil picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall pump used oil out of MoDOT's barrels and bulk storage tanks. The vendor shall transport used oil removed from any MoDOT facility in a manner compliant with all applicable state, federal, or local laws. Upon request, the vendor shall notify the MoDOT Kansas City District of the recycling center and/or disposal center, if any, to be used.
- 8.0** A pump ticket verifying the gallons picked up of used oil shall be provided and signed by the vendor's representative and a MoDOT representative from the originating facility. The gallons listed on the pump ticket must be verified by a definable method of measurement (no estimating), either by the use of a certified pump meter or by the use of a measuring stick ("sticking" the tank before and after pumping operations to determine the gallons picked up). One copy of the pump ticket shall be left with the MoDOT representative at the facility and a second copy should be included with the payment for the used oil. Checks should be made payable to the "Director of Revenue – Credit Road Fund" and submitted to the Kansas City District Accounts Payable office at the district mailing address below.
- 9.0** Payment must be accompanied by either a copy of the pickup tickets or a summary list of such, which must include the date of pickup, the number of gallons picked up, and the location of the pickup. The vendor must be able to supply a copy of any pickup tickets upon request. Payment for used oil must be received within 30 days of pickup.
- 10.0** The vendor shall obtain any permits and licenses required by law incidental to the work. The vendor shall comply with any local laws involving safety in the prosecution of the work. The vendor shall perform all deliveries to facilities in a safe and professional manner. The vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring. The vendor will be responsible for the complete cleanup of any spills occurring and costs incurred during pickup, transfer, or transport operations. The vendor must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The vendor will be responsible for cleaning up any spill in accordance with state and federal environmental regulations. The vendor must prevent spills from reaching streets, catch basins or other drainage structures during transfers. The vendor's truck operator must take an active part in the prevention of spills and take immediate actions to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to product transfer and departure, the operator shall examine the lowermost drain and all outlets for leakage and, if necessary, tighten, adjust or replace fittings to prevent product from leaking.
- 11.0** Invoices shall be submitted to the district mailing address:

Missouri Department of Transportation
Accounts Payable
600 NE Colbern Road
Lee's Summit, MO 64086

Electronic invoicing is preferred; you may submit your invoices to: KCAP@modot.mo.gov and KCProcurement@modot.mo.gov

PRICING PAGE

Waste Products Services

Bid # KC-B15-009

Provide on the pricing page the cost per gallon your company will pay MoDOT for used oil when picking up from any Kansas City District facility. Provide below the cost per gallon when picking up waste products (antifreeze, parts cleaning solvents, etc.) from any Kansas City District facility.

County	Facility	Address	Used Oil Pickup ONLY (per gallon) Highest Bidder	Waste Products Pickup (per gallon) Antifreeze, parts cleaning solvents, etc.
Cass	Belton	17321 S Peculiar Drive Belton, MO 64012	\$	\$
	Harrisonville	27821 S State Route 7 Harrisonville, MO 64701	\$	\$
Clay	Kearney	301 W 92 Hwy Kearney, MO 64060	\$	\$
	Skiles	3800 N. E. Skiles Ave. Kansas City, MO 64161	\$	\$
Jackson	Mulberry	650 Mulberry Street Kansas City, MO 64101	\$	\$
	District Garage	2050 NE Independence Avenue Lee's Summit, MO 64064	\$	\$
	Independence	910 N 291 Hwy Independence, MO 64051	\$	\$
	Lee's Summit	3050 NE Independence Avenue Lee's Summit, MO 64064	\$	\$
	Stadium	9101 E 40 th Terrace Kansas City, MO 64133	\$	\$
Johnson	Knob Noster	143 NE 23 Hwy Knob Noster, MO 65336	\$	\$
	Warrensburg	8 NE 375 Warrensburg, MO 64093	\$	\$
Lafayette	Concordia	601 N Main Concordia, MO 64020	\$	\$
	Odessa	7353 Outer Road Odessa, MO 64076	\$	\$
Pettis	Sedalia	2200 South Limit Sedalia, MO 65301	\$	\$
Platte	Nashua	1910 NW Cookingham Drive Kansas City, MO 64155	\$	\$
	Northmoor	5248 Waukomis Dr. Kansas City, MO 64151	\$	\$
	Platte City	16105 Elm Grove Road Platte City, MO 64079	\$	\$
Ray	Richmond	42986 Old Hwy 10 Richmond, MO 64085	\$	\$
Saline	Marshall	1595 W Arrow Marshall, MO 65340	\$	\$

The following days shall be observed as official holidays by the department:

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

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

Missouri Highways and Transportation Commission
Standard Bid 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 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.

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

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.

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

SPECIAL TERMS AND CONDITIONS

Insurance

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

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

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

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Liquidated Damages

- a. In the event the successful Contractor fails to complete the project 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 project 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.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.