

**REQUEST FOR
BID (RFB) FORM****MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-131031TVM
DATE	October 21, 2013

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM LOCAL TIME; October 31, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

**BIDS TO BE BASED F.O.B.
MISSOURI DEPARTMENT OF TRANSPORTATION**

Lee's Summit

BUYER: Tom Veasman **EMAIL:** tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

The purpose of this Request For Bids (RFB) is to establish a Time-and-Material (T&M) Agreement for the maintenance and on-call service of the cooling system at the Kansas City Data Center Building at 521 NE Town Centre Dr. Lee's Summit, MO 64064. To include the possible procurement of **Mechanical Project Services** (construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair that includes Mechanical and related building Occupational Titles), **Mechanical Maintenance/Minor Repair** (repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased) on the basis of labor hours at specified fixed hourly rates (rates include direct and indirect labor, overhead, and profit) and **Mechanical Materials and Supplies** at cost or with an acceptable markup rate. The pricing being solicited under this RFB is for services to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

This project is described as the "**KCDC Mechanical Services Project**". Bidders must provide their Mechanical Project Services prevailing wage hourly rate multiplier and Mechanical Maintenance/Minor Repair fixed hourly rate and Mechanical Materials and Supplies percentage mark-up in the Pricing Pages to follow. See the Pricing Explanation examples under Bidder Requirements, Paragraph 3.

Notice to Contractors

MoDOT will receive bids at the following *mailing address*: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following *physical address*: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., October 31, 2013. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at no charge from http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm. Prevailing wage as established by the Missouri Department of Labor and Industrial Relations may apply.

Written Questions: All written questions must be addressed to Tom Veasman no later than 11:00 a.m., Local Time, Monday, October 28, 2013 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to tom.veasman@modot.mo.gov. Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at:

http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

in the form of a written addendum. It is anticipated this addendum will be issued on the afternoon of October 28, 2013. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

(See Attached for Terms, Conditions, and Instructions)

In compliance with the above Request For Bid, and subject to all conditions thereof, the above signed bidder agrees to furnish and deliver any or all the items on which prices were bid.

BIDDER REQUIREMENTS**1. INSTRUCTIONS**

- A. Bids must be completed on the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Request for Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that the bid is received on time.

2. PROOF OF COMPETENCY OF BIDDER

- A. A bidder may be required to furnish evidence, satisfactory to the Commission, that they have sufficient means and experience in the types of work called for to assure completion of the agreement in a satisfactory manner.
- B. * The apparent low bidder must demonstrate, to the satisfaction of MoDOT's designated representative, the prerequisites necessary to successfully manage, control, and repair the Carrier cooling system located in the fenced area next to the Kansas City Data Center located in Lee's Summit, MO. A minimum of 5 years of documented experience and technician training is required. MoDOT evaluation and contractor selection shall be final.
- C. * Complicated HVAC control work may be required. It is understood that many, well-trained mechanical contractors may not have the necessary experience, trained technicians, equipment, computer software, etc., to service and maintain the sophisticated HVAC controls installed in the Kansas City Data Center located in Lee's Summit, MO.

3. PRICING EXPLANATION

- A. **MECHANICAL PROJECT SERVICES (construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair that includes Mechanical and related building Occupational Titles)** Bidders must state their price per labor hour as a percentage of the prevailing wage for Jackson County, MO as explained herein. (Basic Hourly Rate + Over Time Schedule (if and when applicable) + Holiday Schedule (if and when applicable) + Total Fringe Benefits) X Percentage of prevailing wage = Price per hour that may be billed.

As an example: In Camden County, Occupational Title "Sheet Metal Worker" working regular time, with a multiplier percentage of prevailing wage of 1.24 must be computed ($\$35.63 + \17.04) X 1.24 = \$65.31). The following excerpt was taken from Annual Wage Order #18 for Camden County for the purpose of this example:

Building Construction Rates for CAMDEN County			REPLACEMENT PAGE			Section 015
OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Sheet Metal Worker	7/11		\$35.63	17	22	\$17.04

- B. **MECHANICAL MAINTENANCE/MINOR REPAIR (repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased):** Bidders must state their fixed hourly rate to perform maintenance/minor repair work and shop time pertaining to mechanical project services, including direct labor, overhead and indirect labor, general & administrative expense, and profit.
- C. **MECHANICAL MATERIALS AND SUPPLIES:** Bidders must state their price for materials/supplies as a percentage of their actual cost for supplies installed or consumed in each project as explained herein. Applying the

bidder's percentage to the actual price shall not result in the Commission paying more than the manufacturer's suggested retail price for any item. **Mark-up for mechanical materials and supplies exceeding 15% will not be accepted.**

As an example: If the Contractor spends \$300.00 for direct and indirect supplies for a project and bids a mark-up percentage of 5% of their actual cost, the Contractor may bill \$315.00 for supplies. The percentage rate bid by the contractor should not include the 100% actual cost of the materials, but ONLY the mark-up percentage. If the contractor does not intend to mark-up their mechanical materials and supplies, then their bid would be 0%.

- D. **CONTRACT AWARD** – Award shall be made using the “lowest and best” principle of award. The contractor shall understand and agree that the contractor selection shall be made by MoDOT and that such selection shall be final and without recourse.
- E. **COST EVALUATION** – Cost evaluation will be based upon: 1) prevailing wage percentage for mechanical project services, 2) fixed hourly rate for mechanical maintenance/minor repair and 3) mechanical materials and supplies percentage. **Points will be awarded based upon 15% weight given to the percentage of prevailing wage for mechanical project services, 60% weight given to the fixed hourly rate for mechanical maintenance/minor repair and 25% weight given to the mechanical materials/supplies percentage.**

Vendor points are calculated using the following formula in each of the three categories:
 Number of points possible X (lowest bid/applicable vendors bid).

4. GENERAL REQUIREMENTS

- A. If and when requested, provide mechanical maintenance/minor repair or mechanical project services on a Time-and-Material (T&M) basis.
- B. All mechanical maintenance/minor repair or mechanical project services shall be performed on an as-needed, if-needed basis, if requested, to the sole satisfaction of the Commission.
- C. The notice of bid acceptance does not constitute a directive to proceed. Before providing mechanical supplies, mechanical maintenance/minor repair or mechanical project services, the contractor must receive authorization in the form of a signed purchase order from the MoDOT Facilities Operations Supervisor or their designated representative.
- D. The contractor shall understand and agree that no *guaranteed* amount of mechanical maintenance/minor repair or mechanical project services will be requested.
- E. The Contractor shall agree and understand that the acceptance of bid(s) shall not be construed as an exclusive arrangement.
- F. The Contractor shall agree and understand the Commission may secure identical or similar mechanical maintenance/minor repair, mechanical project services, and mechanical supplies from other sources at anytime.
- G. In addition to mechanical project services, the Contractor's proposed work plan, submitted to the Facilities Operations Supervisor, if and when requested by him/her, and as provided for in this document, may include utilizing services that fall within the definitions of the following occupational titles, as such definitions are published by the Missouri Department of Labor and Industrial Relations: pipefitter, plumber, metal worker, operating engineer, and laborer. Should the Contractor's work plan propose performing services of an occupational type other than the ones listed herein, the Contractor shall indicate the reasons for utilizing such other services and provide justification for the type of services proposed. It shall be the Facilities Operations Supervisor's sole discretion to approve or reject the Contractor's work plan proposal to provide any services falling within the definitions for occupational titles different than those listed herein. Acceptance of the work plan, as provided for herein, shall serve as approval of the utilization of the services by all occupational titles proposed by the Contractor in the work plan.
- H. The intent of any price agreement resulting from this RFB will be for mechanical maintenance/minor repair and mechanical project services estimated to be less than \$25,000 per project; however, at its sole discretion, the MHTC may use established pricing for projects that have an estimated value of \$25,000 and greater.
- I. The MHTC reserves the right to solicit formal or informal competition for any and all mechanical project services and mechanical maintenance/minor repair.

- J. Unless otherwise specified herein, the contractor shall provide all tools, equipment, materials, and supplies necessary for performing the mechanical project services and mechanical maintenance/minor repair specified herein. However, MoDOT reserves the right to furnish materials.

5. SPECIFIC REQUIREMENTS

5.1 Cooling Service:

Vendor shall provide personnel to conduct remedial repairs in the event of a problem. Services shall include four scheduled preventive maintenance service visits providing a comprehensive visual environmental and operational inspection of the system to ensure that the components are performing to defined technical and environmental specifications. Services shall also include periodic visits to clean or replace the air filters. Service shall require the vendor to be on call 7 days a week, 24 hours a day (hereinafter 7x24) within 4 hours of notification. Vendor may be requested to provide mechanical project services should the need arise.

5.1.1 Quarterly Maintenance Visits:

Quarterly preventative maintenance visits by a trained technician(s) during normal MoDOT business hours shall include a comprehensive inspection of the cooling system to ensure the components are performing to the defined factory specifications.

The service technician shall perform an environmental inspection to include:

- Measure and record room temperature and humidity.
- Check the system for adequate cooling capacity to support the load and make recommendations as necessary.
- Ensure that the environment is within manufacturer specified operating conditions and clearances.
- Document any environmental noncompliance issues and recommend appropriate action as necessary.

The service technician shall perform the following applicable maintenance tasks to include:

- Inspect unit for damage, missing or broken hardware and abnormal noises.
- Inspect doors, panels, gaskets and hardware. Check external paint integrity.
- Inspect for foreign debris and signs of corrosion within the unit.
- Check and tighten electrical connections within the unit.
- Replace drive belts, check and lubricate bearings, check motor mounts, pulleys and set screws.
- Clean or replace the air filter and water filter media.
- Inspect heat exchangers, fan blades and coil fins.
- Inspect for water leaks on the factory supplied piping system.
- Visual inspection for refrigerant and or chilled water leaks. Visually inspect water/glycol condenser loop for leaks (if applicable).
- Inspect condensate pan and verify proper condensate removal from unit.
- Clean or replace the humidifier cylinder. Inspect humidifier water valves.
- Check and tighten pipe clamps, piping joints, and compressor mounting hardware within the unit.

The service technician shall check system operating conditions to include:

- Measure and record the primary and secondary voltages and major component amperage readings.
- Check and adjust fan speed regulation and controls.
- Check the chilled water and/or condenser water supply temperature and water flow. Check the glycol concentration.
- Verify the operation of the water regulating valve and actuator (if applicable).
- Check the compressor operation (if applicable). Measure and record refrigerant pressures and temperatures.
- Check the refrigerant and compressor oil level. Check the filter drier pressure drop.
- Check the refrigerant metering device and head pressure control valve operation.
- Check operation of the outdoor condenser, fluid cooler, and pump package (if applicable).
- Verify unit modes of operation: cooling/reheat/humidification/dehumidification
- Confirm unit's ability to maintain temperature and humidity set-points.
- Verify controller configuration and control set-points.
- Check and calibrate safety switches, pressure, temperature and humidity sensors.
- Check operation of group control, redundancy failover and lead-lag functions. Review alarm history and investigate logged alarms.

Vendor shall document condition of cooling system and further service needs and make recommendations regarding any needed repairs or enhancements in a written report to be submitted to the Information Systems Division representative (currently Randy Cook).

5.1.2 Condenser Cleaning Service:

The cleaning of the cooling system condensers and/or air filters shall be completed on an as-needed basis. Four cleaning services can be accomplished during the quarterly preventive maintenance visits. Additional cleaning service visits may be required at certain times of the year due to high levels of dust, pollen and cottonwood fallout.

5.1.3 On-Site Remedial Services:

Service shall include on-site remedial repair visits as required. Vendor shall dispatch a trained technician to the KCDC Building within **4 hours** of the request. The on-site service inspection shall include:

- Documenting the status of the cooling unit upon arrival to the site (i. e. verify alarms, loss of cooling, etc.)
- Troubleshoot and repair the system as required with functional testing conducted after corrective action is taken.
- Describe the defect/failure of the cooling unit and the corrective actions taken to resolve the defect/failure of the cooling unit in a report provided to the Information Systems Division representative (currently Randy Cook).

5.1.4 Project Services:

- A. If requested by the Facilities Operations Supervisor, the Contractor shall provide services for planned projects on an hourly work basis. Projects under this agreement are typically valued at \$25,000 or less.
- B. If and when requested, the Contractor will be required to prepare and submit a written work plan for emergency projects to the Facilities Operations Supervisor within 5 working days.
- C. Since each project differs in its specific detail, the MoDOT's Facilities Operations Supervisor will initiate the work by providing the Contractor with the broad scope of work.
- D. If and when requested by the MoDOT's Facilities Operations Supervisor, the Contractor will be required to prepare and submit a written work plan for mechanical project services to the MoDOT's Facilities Operations Supervisor within 10 working days.
- E. At a minimum, the work plan for mechanical project services must include the following information.
 - 1) The services and materials required to complete the service project.
 - 2) The number of hours, by occupational title, required to complete the project.
 - 3) A guaranteed not-to-exceed price for completing the service project utilizing the firm, fixed prices stated on the Pricing Page and the applicable classifications.
 - 4) A complete list of supplies needed to complete the project.
 - 5) The contractor may be required to provide design documentation (blueprints) as a portion of the written work plan and "as built" drawings.
 - 6) A detailed explanation of any work to be performed off site (off site labor such as shop time is to be billed at the maintenance/minor repair rate).
 - 7) MoDOT will supply the recommended work plan form.
- F. Acceptance of the final work plan for mechanical project services will be evidenced by the MoDOT's Facilities Operations Supervisor presenting the Contractor with a signed authorized purchase order that fully describes the mechanical supplies and mechanical project services to be provided by the Contractor.
- G. Maximum Number of Labor Hours. Experienced contractors should be able to estimate the hours needed for a project. MoDOT will not pay for the overage. The only allowance for exceeding the maximum number of labor hours is through the change order process.
- H. Not-To-Exceed Total. A total Not-To-Exceed (NTE) amount must be agreed upon for each mechanical project service. Under this arrangement, the contractor can charge for its labor and materials up to a certain maximum. If the time and materials costs exceed that maximum, the contractor charges the NTE amount and assumes the excessive costs.

6. TRAVEL TIME

The contractor will only be compensated for hours actually worked. Travel time to and from the job site is not an allowable direct labor expense.

7. GENERAL INFORMATION

For appointments to view the building facilities at the Kansas City Data Center:

Steve Coker(573) 526-5680 or Steve.Coker@modot.mo.gov
 Randy Cook(573) 751-4912 or Randy.Cook@modot.mo.gov

8. AGREEMENT PERIOD: The resulting contract will remain in effect through March 31, 2015. MoDOT shall have the right, at its sole option, to extend the contract for up to two (2) one-year extensions, or a portion thereof. In the event that MoDOT exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Bidder shall agree that the prices stated in the original contract shall not be increased in excess of the renewal periods pricing, if any, stated on the pricing page of the contract.

9. LIST OF EQUIPMENT APPLICABLE TO THE SERVICE CONTRACT

NOTE: Only the equipment in the fenced area outside the building (Areas 3 and 4 below) falls within this service contract. The entire equipment list below is being provided in order for the contractor to have a better understanding of the entire system. This service contract will NOT apply to the items in Area 1 and 2 shown below.

Qty Item Description**Area name: Area 1 (Items in Data center)****Equipment**

1 PDPM288G6H PDPM288G6H - 300MM RACK, 266kW, Auto Transformer, 72 poles, Modular Distribution
 1 PDPM288G6H PDPM288G6H - 300MM RACK, 266kW, Auto Transformer, 72 poles, Modular Distribution
 1 PDPM288G6H PDPM288G6H - 300MM RACK, 266kW, Auto Transformer, 72 poles, Modular Distribution
 1 PDPM288G6H PDPM288G6H - 300MM RACK, 266kW, Auto Transformer, 72 poles, Modular Distribution
 1 ACPCW40-150 InRoom Chilled Water Assemble to Order
 1 ACPCW HEAT REJECTION ACPCW HEAT REJECTION
 1 0M-61274 DOWNFLOW, CHILLED WATER, SIZE 2
 1 ACP VOLTAGE ACP VOLTAGE
 1 0M-61472 460V 60 HZ SIZE 1-5
 1 ACPCW VALVE ACPCW VALVE
 1 0M-61496 3-WAY CHILLED WATER CONTROL VALVE, SIZE 2
 1 885-3499 LABEL NAMEPLATE
 1 885-3547 LABEL NAMEPLATE
 1 885-3546 LABEL - START-UP
 1 885-7705D DECAL INSTALLER NOTICE
 1 884-0700A TAG PRESSURE WARNING
 1 885-7704 DECAL, GROUNDING NOTICE
 1 0B1782 BEZEL ASSY - DISPLAY
 1 870-80086 BEZEL -DISPLAY
 1 0A-0486 ARTWORK - DISPLAY BEZEL
 1 ACP HEAT AND HUMID ACP HEAT AND HUMID
 1 0M-61475 HEAT AND HUMID 400-460V 50-60 HZ, SIZE 2

1 ACPCW40-150 InRoom Chilled Water Assemble to Order
 1 ACPCW HEAT REJECTION ACPCW HEAT REJECTION
 1 0M-61274 DOWNFLOW, CHILLED WATER, SIZE 2
 1 ACP VOLTAGE ACP VOLTAGE
 1 0M-61472 460V 60 HZ SIZE 1-5
 1 ACPCW VALVE ACPCW VALVE
 1 0M-61496 3-WAY CHILLED WATER CONTROL VALVE, SIZE 2
 1 885-3499 LABEL NAMEPLATE
 1 885-3547 LABEL NAMEPLATE
 1 885-3546 LABEL - START-UP
 1 885-7705D DECAL INSTALLER NOTICE
 1 884-0700A TAG PRESSURE WARNING
 1 885-7704 DECAL, GROUNDING NOTICE
 1 0B1782 BEZEL ASSY - DISPLAY
 1 870-80086 BEZEL -DISPLAY
 1 0A-0486 ARTWORK - DISPLAY BEZEL
 1 ACP HEAT AND HUMID ACP HEAT AND HUMID
 1 0M-61475 HEAT AND HUMID 400-460V 50-60 HZ, SIZE 2

2 ACAC75108 InRoom, Condensate Pump 460-480/3/60
 2 ACFS76006 InRoom Floorstand NAM Only, Size 2, Height ,12 inches
 10ACAC20003 CDU Flexible Fluid Piping - 100 Feet (30.4 Meters)
 6 ACAC20006 CDU Flexible Fluid Piping Couplings (4 per pack)
 2 ACAC20008 CDU Flexible Fluid Piping Clamp/Hanger (qty of 50)
 7 ACAC20005 CDU Flexible Fluid Piping Insulation - 100 Feet (30.4 Meters)
 10 ACAC20003 CDU Flexible Fluid Piping - 100 Feet (30.4 Meters)
 6 ACAC20006 CDU Flexible Fluid Piping Couplings (4 per pack)
 2 ACAC20008 CDU Flexible Fluid Piping Clamp/Hanger (qty of 50)
 7 ACAC20005 CDU Flexible Fluid Piping Insulation - 100 Feet (30.4 Meters)

9-131031TVM

1 SY125K500DR-PD APC Symmetra PX 125kW Scalable to 500kW with Right Mounted Maintenance Bypass and Distribution
1 SYBFXR8S APC Symmetra PX 250/500kW Battery Enclosure for up to 8 Battery Modules & Start Up
1 PD3PADAPT1 Adaptor for T1 Type Circuit Breaker, 3 Pole
2 PD3PADAPT5 Adaptor for T5 Type Circuit Breaker, 3 Pole
1 PD3P70AT1B 3-Pole Circuit Breaker, 70A, T1 Type for Symmetra PX250/500kW
4 PD3P400AT5B 3-Pole Circuit Breaker, 400A, T5 Type for Symmetra PX250/500kW
1 PDM3520IEC309-320 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 320cm
1 PDM3520IEC309-380 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 380cm
1 PDM3520IEC309-500 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 500cm
2 PDM3520IEC309-560 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 560cm
1 PDM3520IEC309-620 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 620cm
2 PDM3520IEC309-680 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 680cm
1 PDM3520IEC309-740 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 740cm
3 PDM3520IEC309-800 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 800cm
3 PDM3520IEC309-920 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 920cm
1 PDM3520IEC309-1040 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 1040cm
7 PDM3520IEC309-1680 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 1680cm
1 PDM3520IEC309-260 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 260cm
2 PDM3520IEC309-860 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 860cm
2 PDM3520IEC309-980 APC IT Power Distribution Module 3 Pole 5 Wire 20A 240V IEC309 980cm
2 ACFD12-B Cooling Distribution Unit 12 Circuit, Bottom/Top Mains, Bottom Distribution Piping
12 ACRC103 In Row RC Chilled Water, 200-240V 50/60 Hz, IEC 309-16

Area name: Area 2 (Items in the UPS Room)

Equipment

2 ACAC30005 Wind baffle for chiller size 200 to 220kW
6 PDM1320IEC-3P-2 APC IT Power Distribution Module 3x1 Pole 3 Wire 20A 240V IEC309 680cm 860cm 1040cm
2 PDM1320IEC-3P-3 APC IT Power Distribution Module 3x1 Pole 3 Wire 20A 240V IEC309 1680cm 1680cm 1680cm
2 ACCH200N-AKA-D10S Air Cooled Chiller 200 kW, 460-480V/60hz, R410A, 10HP Pump, single feed

Area name: Area 3 (Items in the fenced area)

Equipment

2 QCRAC-MISC-QDM80168-62 Remote Temperature sensor for APC-Carrier Chiller

Area name: Area 4 (Items in the fenced area)

Equipment

1 QCRAC-MISC-QDM3454-03 CW Storage Tank, 1040 Gal, Insulated with 1" thick Armaflex and White Vinyl Coating

PRICING PAGES

To: The Missouri Highway and Transportation Commission
 PO Box 270
 Jefferson City, Missouri 65102

- The undersigned, having examined the proposed Contract Documents titled: **9-131031TV – KCDC Mechanical Services** and having visited the site and examined the facility affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

Prevailing Wage Hourly Multiplier Rate _____ %
Includes direct labor, overhead, indirect expenses and profit.

Maintenance/Minor Repair Fixed Hourly Rate (including shop time):

HVAC Control \$_____/Hour OT Rate \$_____/Hr. Holiday Rate \$_____/Hr.

Percentage Mark-up for Parts/Supplies (Only include mark-up %/Not to exceed 15%) _____ %

Renewal Percentage of Increase/Decrease:

First Extension (4/1/2015-3/31/2016) _____ % of maximum increase and/or
 _____ % of minimum decrease

Second Extension (4/1/2016-3/31/2017) _____ % of maximum increase and/or
 _____ % of minimum decrease

- The undersigned, acknowledges having examined and being familiar with the Scope of Services found in this request for bid.
- The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.

IF AN INDIVIDUAL

 Name of individual

 Residence address

 Social Security Number

 Telephone Number

 Firm Name, If Any

 Address for communications

 Signature

IF A PARTNERSHIP

_____	(State Name and Residence Address of All Partners)
Name of Partnership	_____
_____	_____
Partner	Residence Address
_____	_____
Partner	Residence Address
_____	_____
_____	Federal Tax I.D. Number
_____	_____
Address for Communications	Signature of Either Partner
_____	_____
Telephone Number	

IF A CORPORATION

_____	Incorporated under the laws of the
Name of Corporation	State of _____
_____	Corporate License No. _____
Name and Title of Officer	(If a corporation organized in a state other than
_____	Missouri, attach Certificate of Authority to do
Signature of officer	business in the State of Missouri.)
_____	_____
_____	Federal Tax I.D. Number
_____	(ATTEST)
Address for Communications	_____
_____	_____
Telephone Number	(SEAL) Secretary

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)

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 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.

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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.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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.

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.

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 MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC 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.

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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.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Jackson**. The **Annual Wage Order #20** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

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 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 per day, per item**, 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.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.