

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



MISSOURI DEPARTMENT OF TRANSPORTATION
3602 NORTH BELT HIGHWAY
ST. JOSEPH, MISSOURI 64506-1399

BUYER: *Darrel Butcher*

PHONE: 816-387-2469

THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

FAX: 816-387-2368

DATE:	11/23/2015	QUOTATION #	NW-16-067	QUOTE DUE BY:	12/02/2015 10:00 AM CT
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F.O.B. REQUIREMENTS:	Destination	DELIVERY LOCATION:	Missouri Department of Transportation Northwest District All locations in 20 counties.
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QUANTITY	U/M	DESCRIPTION	UNIT PRICE	AMOUNT
		<p>The Missouri Department of Transportation is requesting quotes for Annual Fire Extinguisher Maintenance for the Northwest District consisting of twenty counties.</p> <p>Please see attached sheets for pricing. Awarded quote will be based on an approximate TOTAL cost of all categories.</p> <p>Awarded quote may be extended up to three 1-year increments with both parties in full agreement and prices remaining the same.</p> <p>Annual fuel costs may be adjusted if both parties in full agreement.</p> <p>Maintenance period is from January 1, 2016 to December 31, 2016.</p> <p style="text-align: right;">TOTAL</p> <p style="text-align: center;">SEE ATTACHED FOR TERMS AND CONDITIONS</p>		\$

Telephone No.	_____	Firm Name	_____
Fax No.	_____	Address	_____
Email	_____		_____
Request No.	_____	By (Signature)	_____
		Title	_____
Is your firm MBE certified?	<input type="checkbox"/> Yes <input type="checkbox"/> No	WBE	<input type="checkbox"/> Yes <input type="checkbox"/> No
		DBE	<input type="checkbox"/> Yes <input type="checkbox"/> No

List all agencies your firm is currently certified with:

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 shown.

Note to Respondent: A vendor must be in compliance with the established laws to conduct business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name (vendors MUST submit a quote correctly and accurately identifying the company name registered to do business in the State of Missouri). Awarded vendor also be in Good Standing with the Secretary of State's Office. Their phone number is (573) 751-4936.

All vendors must be House Bill 600 compliant Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.

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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 (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> 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>
<i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i>		

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

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> 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
<i>If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u></i>	

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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

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Annual Fire Extinguisher Inspections ABC

Recharge 5# ABC — \$
Recharge 10# ABC — \$
Recharge 20# ABC — \$
Hydrotest Dry Chemical Fire Extinguisher 12 Yr Test — \$
Hydrotest Dry Chemical Fire Extinguisher 20# & over 12 Yr Test — \$

Price New Fire Extinguishers

New 2 1/2 # Fire Extinguisher Price — \$
New 5 # Fire Extinguisher Price — \$
New 10# Fire Extinguisher Price — \$
New 20# Fire Extinguisher Price — \$
Include Service Call Cost per building — *plus mileage* — \$
Include a list of Parts pricing — \$

Total Estimate for calendar year 2016 to visit and service/inspect 29 buildings several are at the same location.

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	MoDOT Building	Address	
7A01	Albany Gentry Co	PO Box 28 5753 East Hwy. 136 Albany, Mo 64402 (1 mi E. of Albany on Rt. 136)	\$
7A03	Bethany Harrison Co	3101 Miller St. Bethany, MO 64424 (0.4 mi W. of I-35 on Rt. 136)	\$
7A02	Brookfield Linn Co	28877 Hwy 11 Brookfield, MO 64628 (Jct. 11 & US 36)	\$
7A05	Cameron Dekalb Co	513 E. Grand Cameron, MO 64429 (Old Rt. 36, 1/2 mi E of Bus. 36 & 69)	\$
7A35	Carrollton Carroll Co.	215 South Mason Carrollton, MO 64633 (Old Rt 65 .2 mi W of Rt. 24)	\$
7A36	Chillicothe Livingston Co	1301 Mitchell Ave. Chillicothe, MO 64601 (Rt. 36, 1 mi E of Rt. 65)	\$
7A36	Chillicothe RE Office Livingston Co.	1301 Mitchell Ave. Chillicothe, MO 64601 (Building on the left)	\$
7A06	Clearmont Nodaway Co	18826 State Hwy C Clearmont, Mo 64431 (1/2 mi W. of Rt. 71 on RtC)	\$
7A11	Gallatin Daviss Co	19335 Pepper Ave. Gallatin, MO 64640 (1/2 mi W. of Rt. DD on Rt. 6)	\$
7A12	Grant City Worth Co	800 E 2 nd St. Rt. 46 Grant City, MO 64456 (E. of town on Rt. 46)	\$
7A13	Hamilton Caldwell Co	1001 S. Hughes Hamilton, MO 64644 (Rt. 13 at Rt. 46)	\$
7A37	Keytesville Chariton Co	220 E. Jackson Keytesville, MO 65261 (Jct. Rt. 5 & Rt. 24)	\$
7A15	King City Dekalb Co	9990 NW Hwy 169 King City, MO 64463 (1mi So. of Jct.48 & Z on Rt. 169)	\$
7A17	Lathrop Clinton Co	100 North St. Lathrop, MO 64465 (3 miles east of Jct.Rt.116 & Rt. A)	\$
7A18	Maryville Nodaway Co.	28320 250 th St. Maryville, MO 64468 (1/2 m north of Rt. 136 & 71, then 1/8 m east on 250 th St.)	\$

*Service Call
including fuel*

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MoDOT Building	Address
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*Service Call
including fuel*

7A18

Maryville RE Office	28320 250 th St. Maryville, MO 64468 (first building on the right)	#
Nodaway Co.		

7A38

Milan	1800 N. Pearl Milan MO, 63556 (Just N of Rt.5 on MO6)	#
Sullivan Co		

7A20

Mound City	24876 Hwy. 118 Mound City, MO 64470 (1/4 mile west of I-29)	#
Holt Co.		

7A21

Princeton	Rt. 65 N. Princeton, MO 64673 (Rt. 65, 1 mi N of Rt. 136)	#
Mercer Co		

7A26

Rushville	Rt. 116 Rushville, MO 64484 (1/4 mi E of Rt. 59 on Rt. 116)	#
Buchanan Co		

7A27

St. Joe Metro	4718 So. 169 Hwy St. Joseph, MO 64507 (1/2 mi E of I-29 on S169)	#
Buchanan Co		

7A27

Bridge Crew		#
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7A27

Roadside Crew		#
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7A27

St. Joe RE Office	4718 S. 169 Hwy St. Joseph, MO 64507	#
Buchanan		

7A28

Savannah	11791 Bus.71 Hwy Savannah, MO 64485 (1/2 mile N of town on Rt. 71)	#
Andrew Co		

7A33

Tarkio	US136 Box 26874 Tarkio, MO 64491 (1 mi E of Tarkio on Rt. 136)	#
Atchison Co		

7A23

Trenton	230 E Hwy 6 Trenton, MO 64683 (Rt. 6 2 mi E of Rt. 65)	#
Grundy Co		

7A24

Unionville	2653 Main St. Unionville, MO 63565 (Rt. 136 .2 mi W of Rt. 5E)	#
Putnam Co		
District Office Complex	3602 N. Belt Hwy St. Joseph MO. 64506	#
Buchanan Co.		

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BUILDING	# of fire extinguishers	
7A01 / Albany	31	
7A03 / Bethany	38	
7A02 / Brookfield	56	
7A05 / Cameron	29	
7A35 / Carrollton	33	
7A36 / Chillicothe complex	45	
7A06 / Clearmont	19	
7A11 / Gallatin	24	
7A12 / Grant City	15	
7A13 / Hamilton	33	
7A37 / Keytesville	24	
7A15 / King City	20	
7A17 / Lathrop	34	
7A18 / Maryville complex	32	
7A38 / Milan	30	
7A20 / Mound City	30	
7A21 / Princeton	22	
7A26 / Rushville	18	
7A28 / Savannah	40	
7A27 / St. Joseph Metro complex	50	
7A33 / Tarkio	30	
7A23 / Trenton	34	
7A24 / Unionville	21	
7ABM / Bridge	15	At Metro complex
7A71 / Roadside	35	At Metro complex
7A72 / Electrician	13	At Metro complex
7ACA / Maryville RE	12	At Maryville complex
7ACB / Chillicothe RE	14	At Chillicothe complex
7ACE / St. Joe RE	12	At Metro complex
District Complex	25	
Traffic	7 -cars	
Safety	2-cars	

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- 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.

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SPECIAL TERMS AND CONDITIONS

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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.

Delivery – Additional Requirements

- b. 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

- c. 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**.
- d. 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.

