



**MISSOURI DEPARTMENT OF TRANSPORTATION  
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION  
 FOR PURCHASES FROM \$3,000 TO \$24,999.99**

***THIS IS NOT AN ORDER***

**REQUEST FOR QUOTATION**

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

TODAY'S DATE: FEBRUARY 7, 2013	QUOTE DUE BY: <b>10 AM CST FEBRUARY 27, 2013</b>	FOB REQUIREMENTS: <b>DESTINATION</b>
TO BE DELIVERED/COMPLETED:  <b>AS NEEDED</b>	QUOTE #: <b>SEW131690RY</b>  <small>THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. <b>(RESPONSE MAY BE FAXED OR EMAILED)</b></small>	BUYER: Gloria Bunch PHONE NUMBER: 417-469-6256 FAX NUMBER: 417-469-3449 Email: gloria.bunch@modot.mo.gov
<u>District Mailing Address:</u> Mo Department of Transportation Southeast Procurement 3956 E. Main Willow Springs, MO 65793		<u>Delivery Locations:</u>

**Southeast District Air Compressor Rental Agreement**

The Missouri Department of Transportation is interested in establishing a rental agreement for a portable 185 CFM Air Compressor or equivalent. The equipment will be used by field personnel throughout the district on an as needed, if needed basis. Work will be performed at various locations. Project completion times will vary and may involve work at multiple sites. Personnel will keep the moves limited to a minimum whenever possible.

Pricing shall remain firm throughout the rental agreement period from March 1, 2013 through December 31, 2013. Provide daily, weekly and monthly rental rates. Rates shall be all inclusive. Environmental and fuel surcharge fees will not be accepted on invoices.

Provide air compressor make, model and specifications when submitting rental rates. Complete form GS06 Master Equipment Rental Agreement and return along with the bid response.

Multiple awards will be made across the district with qualifying vendors. Vendor selection will be based on air compressor availability, pricing and repair site location. Additional vendors may be added at later dates to best serve the interests of MoDOT regarding service locations, etc.

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Description	Unit of Measure	Unit Price
Daily Rental Rate	Ea	
Weekly Rental Rate	Ea	
Monthly Rental Rate	Ea	
Delivery/Pickup Fee (If Need Arises)		

<b>VENDOR NAME:</b>
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CCO Form: GS06  
Approved: 11/04 (BDG)  
Revised: 02/10 (AR)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MASTER EQUIPMENT RENTAL AGREEMENT**

THIS AGREEMENT is entered into by and between \_\_\_\_\_  
(hereinafter, "Lessor") and the Missouri Highways and Transportation Commission  
(hereinafter, "Commission").

WHEREAS, the Commission rents various tools or construction and heavy  
equipment from the Lessor from time to time, and

WHEREAS, Lessor and Commission intend to enter into equipment rental  
agreements pursuant to this Master Rental Agreement (the "Agreement"), the terms and  
conditions of which shall control any and all rentals exchanged between the Lessor and  
the Commission.

NOW THEREFORE, in consideration of the above premises and mutual  
promises contained herein, and for the good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, the Lessor and the Commission mutually  
agree as follows:

(1) PRE EMINENCE OF MASTER RENTAL AGREEMENT AND TERM. The  
terms and conditions of this Agreement shall control all equipment rental transactions  
between the parties and shall supersede any and all written terms and conditions  
contained in Lessor rental agreement forms, documents, receipts, or memoranda  
except for the identification of the equipment to be rented by the Commission, the rental  
rate of the equipment, and return date of equipment. All other conditions contained in  
any Lessor rental agreement forms, documents, receipts, or memoranda shall be of no  
effect and force whatsoever. The initial term of the Agreement shall be for a period of  
two (2) years, automatically renewable upon mutual consent of the parties for one (1)  
additional two-year period. Either party may terminate the Agreement at any time and  
for any reason whatsoever upon sixty (60) days written notice to the other.

(2) NATURE OF THIS AGREEMENT. This purpose of the Agreement is to  
create and coordinate rental transactions, which will allow the Commission to use the  
equipment provided by the Lessor as permitted by this Agreement. The Commission  
represents that the equipment leased pursuant to this Agreement is to be used solely  
and exclusively for Commission related activities. The Lessor retains equipment  
ownership. The Commission acknowledges that the Commission may not transfer the  
equipment or any rights or obligations under this Agreement. The Commission shall not  
service or repair or alter the equipment without Lessor's prior written approval.

(3) EQUIPMENT: The Lessor will make available to Commission equipment referenced on the Lessor's equipment rental form, document or memorandum signed by an employee of Commission.

(4) TRAINING AND INSPECTION: The Lessor will provide a training session for Commission employees upon receipt of equipment. The training session may include inspection of the rented equipment for damage and how to report same, checking required fluid levels and general equipment operation.

(5) RETURN OF EQUIPMENT: The Commission will notify Lessor of intended equipment return upon acceptance of said equipment and as may be identified in the Lessor's rental form, document or memoranda. The Commission agrees that during the course of the rental, the equipment will be held in a safe and secure manner while it is in the Commission's care, custody or control.

(6) TITLE: The Lessor warrants that it is the lawful owner of the equipment and that the equipment is free from all encumbrances which would disturb the use of the equipment identified in the Rental Agreement Form.

(7) EQUIPMENT OPERATION. The following persons may operate the equipment: Commission and Missouri Department of Transportation employees, contractors, and agents, in the course of such employee's regular employment, and contractor employees during the course of performing work. Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law.

(8) RENTAL CHARGES: The Commission will pay all rental, time, mileage, service, transportation, refueling service and other charges and sums in accordance with this Agreement. The basic daily or weekly rental rate will be identified on the equipment rental form, document, memoranda, or receipt and invoiced by the Lessor upon return of the equipment to the Lessor.

(9) RISK OF LOSS: The Commission shall be responsible for all loss of or damage to the equipment, unless such loss or damage results from latent defect(s) or fault or negligence on the part of Lessor, while on rental and in Commission's care, custody or control, including but not limited to, fire, flood, theft, comprehensive losses, collision and rollover. Such responsibility is limited to: (1) reasonable repair cost or (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value.

(10) INSURANCE: The Commission is self-insured against liability losses up to statutory insurance coverage caps, and will provide proof of self-insurance upon request by the Lessor.

(11) INDEMNIFICATION: The Lessor shall defend, indemnify and hold harmless the Commission, 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 Lessor's performance of its obligations under this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Lessor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) CONDITION OF THE EQUIPMENT. The Lessor warrants the equipment, upon delivery to Commission, to be in good mechanical and merchantable condition. The Commission's acceptance or use of Equipment constitutes Commission's acknowledgment that the equipment is in working condition at that time. The Commission agrees to provide Lessor reasonable access to the equipment.

(14) FORCE MAJEURE/INFRINGEMENT. Any failure of performance by either party due to causes beyond reasonable control, including but not limited to acts of civil or military authority or Acts of God will not be deemed to be a default by either party.

(15) MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter of this Agreement. No change, modification or alteration of the terms hereof will be effective against either party unless it is in writing and signed by a duly authorized officer of both parties. If any provision or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

(16) EXECUTIVE ORDER: The Lessor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) 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.

(A) By signing this Agreement, the Lessor hereby certifies that any employee of the Lessor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Lessor 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 Lessor 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.

(17) INCORPORATION OF PROVISIONS: The Lessor shall include the provisions of paragraph 16 of this Agreement in every subcontract. The Lessor 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.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Lessor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

LESSOR

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

By \_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_





# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## VENDOR INFORMATION

**(All Bidders Must Furnish ALL Applicable Information Requested Below)**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

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

## STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

## GENERAL TERMS AND CONDITIONS

### Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

### Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*)
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) “By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.”
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled “**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**” must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

### Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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