



PETE K. RAHN  
Director

RICH TIEMEYER  
Chief Counsel

MARI ANN WINTERS  
Secretary

# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 West Capitol, P.O. Box 270, Jefferson City, MO 65102 Telephone (573) 751-7454 Fax (573) 526-4408

## REQUEST FOR PROPOSALS – RFP 6-050223

### COMMERCIAL MECHANICAL SERVICES – DISTRICT ONE

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**LIST OF ACRONYMS:**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

**INTRODUCTION**

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and four (4) copies of each proposal must be mailed in a sealed envelope to **Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services-Procurement Office, 830 MoDOT Drive, Jefferson City, Missouri.** Proposals must be submitted **no later than 2:00 p.m., local time, February 23, 2005.**

MHTC reserves the right to reject any and all bids for any reason whatsoever. *Please sign and return this page with your proposal.*

**PROPOSAL**

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
  
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

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Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

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**ACCEPTANCE**

This proposal is accepted by MHTC.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND

- (A) Request for Proposal: This document constitutes a Request For Proposal (RFP) Proposals for term time and material Commercial Mechanical service contract(s) will be received by the Missouri Department of Transportation at its **Central Office, 830 MoDOT Drive, PO Box 270, Jefferson City, MO 65102 until 1:00 p.m., February 23, 2005**. Project and service calls for commercial mechanical services may be required in the Northwest District which includes **St. Joseph Missouri**, and various locations in Missouri counties of Atchison, Holt, Nodaway, Andrew, Buchanan, Worth, Gentry, DeKalb, Clinton, Harrison, Daviess, and Caldwell. Official information and copies of the RFP may be obtained from the **MoDOT Central Office, beginning January 19, 2005**. The Jefferson City point of contact for this request is Frankie Ryan, MPA, CPPO and she may be reached by telephone at 573-522-9481 or emailed at [Frankie.Ryan@modot.mo.gov](mailto:Frankie.Ryan@modot.mo.gov).
- (B) Background: In the past MoDOT would bid each Facilities construction, renovation, and maintenance project separately if it exceeded the competitive bid threshold of \$3,000. The establishment of time and material price based Mechanical Services contract should reduce the administrative burden and allow for quicker project completion.
- (C) Fiscal Year: The fiscal year runs from July 1-June 30.

SECTION (2):  
SCOPE OF WORK

**1. SCOPE OF WORK**

Project and service calls for commercial mechanical services may be required in the Northwest District which includes St. Joseph Missouri, and various locations in Missouri counties of Atchison, Holt, Nodaway, Andrew, Buchanan, Worth, Gentry, DeKalb, Clinton, Harrison, Daviess, and Caldwell.

**1.1. Contractual Requirements – General**

- 1.1.1. The contractor shall provide Commercial Mechanical work for the Department of Transportation (MoDOT) located in District One - St. Joseph Headquarters and various locations in twelve (12) counties, in accordance with the provisions and requirements specified herein. The contractor shall provide Commercial Mechanical Services on an as needed, if needed basis: (1) on an “hourly work” basis, and/or (2) on an “mechanical project” basis as described below. The contractor shall understand and agree that the MoDOT cannot guarantee any amount of the contractor’s Mechanical services, which may be required.
- 1.1.2. **“Hourly work”** shall be defined as occasional assistance of one (1) or more persons on a temporary basis in District One – St. Joseph Headquarters and various twelve counties.
- 1.1.3. **“Mechanical Project (Project)”** shall be defined as a project involving Mechanical Services during the contract period *which requires the submittal of a work plan*, that shall typically be any or all of the following: relocation, renovation, and/or installation of mechanical ductwork, diffusers, air flow control boxes, thermostats, heating and cooling coils, valves, piping, resistance heaters, domestic water lines, sanitary sewer lines, plumbing fixtures, backflow devices, insulation, associated controls, associated mechanical components, other mechanical components, and general plumbing. Services provided may include adding service/components to accommodate relocation, reconfiguration of existing mechanical systems, and providing testing and balancing of associated mechanical systems in MoDOT buildings located in the specified counties.

**1.2. Contractual Requirements – Performance**

- 1.2.1. The contractor must provide qualified personnel to perform contracted services in a manner satisfactory to and acceptable by MoDOT.
- 1.2.2. The contractor must provide skilled, experienced craftsman directly employed and supervised by the contractor and shall agree and understand that any and all services performed pursuant to the contract must be performed by and under the supervision of such craftsman.
- 1.2.3. Any person providing services pursuant to the contract, including the craftsman, shall be subject to the approval of MoDOT.
- 1.2.4. The contractor’s workmanship shall meet or exceed the current ASHRAE standards, BOCA codes, International Mechanical Codes, NEC, NFPA, SMACNA standards, manufacturer’s recommendations, and other jurisdictional codes as required.

- 1.2.5. Since each contracted service may differ in specific detail, the contractor shall familiarize himself/herself and perform work in a professional manner, so as to coincide with each building system.
- 1.2.6. Unless otherwise specified herein, the contractor shall provide all tools, equipment, building materials, and supplies necessary for performing the services specified herein. However, MoDOT reserves the right to furnish some building materials.
- 1.2.7. Prior to performing any services pursuant to the contract, the contractor and/or contractor's employees must contact the MoDOT Building Manager or his/her designated representative.
- 1.2.8. The MoDOT project coordinator or designee reserves the right to observe and witness any and/or all services performed pursuant to the contract.
- 1.2.9. The contractor shall provide services during regular time as well as overtime. Regular time and overtime are defined as follows:
  - The Missouri Division of Labor Standards as defined in the Annual Wage Orders publishes regular and Overtime hours for the various building construction trades. The applicable Wage Order to this solicitation is attached.
- 1.2.10. Hourly Work Requirements: If requested by MoDOT, the contractor shall provide one (1) or more persons to provide contract services on a temporary, hourly work basis.
- 1.2.11. The contractor must provide routine service call services to all district locations within 24 hours after receiving notification from MoDOT of the need for such services.
- 1.2.12. In cases that are identified as an **emergency** by the Building Manager or his/her representative, service response shall be **within four (4) hours** for all district locations after receiving notification from MoDOT of the need for such emergency services. This response time is required around the clock every day of every year.
- 1.2.13. Contractor may not assign their obligation to another company without the approval from the MHTC.
- 1.2.14. MoDOT reserves the right to perform any of the work described in this agreement with its own employees.
- 1.2.15. This shall not restrict MoDOT to use this particular contractor in subsequent projects bid out to General Contractors. MoDOT reserves the right to bid out service projects, based on project size, cost effectiveness, time-constraints, etc. when necessary to obtain best value.

### **1.3. Project Requirements (less than \$25,000)**

- 1.3.1. If work needed is considered a "Mechanical Project", MoDOT shall notify the Contractor of the mechanical work required and of a general description of the project. The Contractor shall agree and understand that service projects may include but not necessarily be limited to any of the services described in the general requirements and/or any or all of the following requirements:
  - Remove/add/relocate/extend diffusers/grilles/troffers and associated ductwork as required.

- Remove/add/relocate thermostats/controls and associated wiring/tubing as required.
  - Remove/add/relocate/repair other mechanical services as required.
  - Remove/add/relocate/repair domestic water lines/sanitary sewer lines.
  - Remove/add/relocate/repair plumbing fixtures.
  - Remove/add/relocate/repair other plumbing services as required.
- 1.3.2. By no later than **seven (7) calendar days** after notification by MoDOT, the contractor must inspect the job site of the service project and must provide MoDOT with a written work plan which, at a minimum, contains the following information:
- The services and materials required to complete the service project.
  - The number of hours required to complete the service project.
  - 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.
  - A complete list of parts and/or materials (not including tools and equipment) needed to complete the service project.
  - The guaranteed completion date of the service project with Liquidated Damages in the amount of \$250.00 per working day, for each day the work is not completed after the agreed completion date.
  - The contractor may be required to provide design documentation (blueprints) as a portion of the written work plan and “as built” drawings.
- 1.3.3. MoDOT shall review the work plan and shall have the right to request modifications, changes, or additional elaboration to the written work plan in order to ensure successful completion of the service project according to MoDOT’s needs. MoDOT reserves the right to accept or reject all or any portion of the contractor’s written work plan. In addition, MoDOT reserves the right after viewing the contractor’s written work plan to bid out the “service project” when necessary to obtain best value.
- 1.3.4. If the contractor’s written work plan is accepted, the MoDOT Building Manager or his/her designated representative shall sign the work order releasing the contractor’s approval to proceed with the service project. The contractor shall not begin providing the contracted services until written approval to proceed is received from MoDOT.
- 1.3.5. By no later than **ten (10) calendar days** after receiving written approval to proceed from MoDOT, the contractor shall provide the contracted services as approved in the written work plan and as necessary for completing the service project within the time frames approved in the written work plan.
- 1.3.6. The contractor shall agree and understand that MoDOT shall have the right to make changes in the requirements of a service project (size, configuration, etc.) prior to and during the contractor’s work on the service project.
- 1.3.7. If MoDOT notifies the contractor of such changes, the contractor must submit a written change order to MoDOT if there are any changes to the approved written work plan as a result of MoDOT’s changes in the requirements of the service project (e.g. types of mechanical services, number of hours of each type of mechanical service, the guaranteed not-to-exceed price, parts and/or materials, time frames for completion of the service project).

- 1.3.8. The contractor must again receive MoDOT's written approval signature on the change order before proceeding with the changes specified in the change order before deviations from the approved written work plan on that particular service project shall be allowed.
- 1.3.9. Upon completion of a service project, MoDOT project coordinator shall inspect the service project and notify the contractor of the acceptability of the completed service project and verify the completion date. If the service project is not acceptable to MoDOT, the contractor shall take corrective action as determined necessary by MoDOT project coordinator.

#### **1.4. Project Requirements (\$25,000 and greater)**

- 1.4.1. Large project is defined as any construction, re-construction, renovation, and building maintenance work \$25,000 or greater.
- 1.4.2. MoDOT may use the pricing terms established on the pricing page of this solicitation.
- 1.4.3. MoDOT may use the requirements in 1.3 of this solicitation; however, a bilateral contract between the contractor and the MHTC must be executed before work commences. The formal bilateral contract for large projects shall include the mandatory statutory terms that apply.

#### **1.5. Contractual Requirements – Other**

- 1.5.1. Contract: A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (bid) to the RFP, (3) clarification of the bid, if any, and (4) MoDOT's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 1.5.2. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, and/or services, the contractor must receive authorization from the MoDOT Building Manager or his/her designated representative prior to any services being performed.
- 1.5.3. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 1.5.4. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal change order signed and approved by and between the duly authorized representative of the contractor and MoDOT or by a field work-order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from MoDOT, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.5.5. Contract Period: The original contract period shall be one-year from date of award. The contract shall not bind, nor purport to bind, MoDOT for any contractual commitment in excess of the original contract period. **MoDOT shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods or any portion thereof.** In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 1.5.6. Renewal Periods: If the option for renewal is exercised by MoDOT: the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract. In addition, MoDOT does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated. MoDOT reserves the right to use the appropriate published “consumer price index” to establish a percentage of annual increase assuring the contractor and MoDOT can reach common ground for price negotiations at renewal times.
- 1.5.7. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.

### **SECTION (3): AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC’s Representative:** MoDOT’s is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Facilities Manager. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Facilities Manager throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (E) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (F) **Participation by Minorities and Women Encouraged:**

1. No contracting quotas or “set-asides” apply to this contract. However, each firm is encouraged to use race and gender neutral methods to encourage more interest and potential participation in this contract work by minorities and women, both as employees of the contracting firm, and as the owners of firms that are subcontractors or suppliers to the selected contractor.
  2. Each Offeror is required to specify in its proposal the firm’s anticipated employment of minority and women employees as a percentage of its overall employee population. The Offeror may provide other information on its employment of women and minorities as well, relating to this particular contract work. And further, each Offeror is required to specify in its proposal those minority-owned and women-owned firms that the Offeror intends to use as subcontractors or suppliers in the performance of this contract work, and the approximate percentage (by dollar value) of the total contract work that these minority-owned and women-owned firms will receive, if the Offeror is awarded this contract. This data may be used by MoDOT to evaluate the proposals and determine the ranking of each Offeror.
- (G) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror and as provided in the bond trust indenture.
- (H) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC’s representative and information supplied by MHTC’s representative shall remain the property of MHTC.
- (I) **Substitution of Personnel:** The contractor agrees and understands that MoDOT’s agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of MoDOT. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that MoDOT’s approval of a substitution shall not be construed as an acceptance of the substitution’s performance potential. MoDOT agrees that an approval of a substitution will not be unreasonably withheld.
- (J) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC’s representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC’s representative. The Offeror shall notify MHTC immediately of any request for such information.
- (K) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (L) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly,

which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

**(M) Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

**(N) Indemnification:** The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

**(O) Compliance with General Conditions:** The Offeror shall comply with all provisions of the Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions which are attached to this RFP.

**SECTION (4):  
PROPOSAL SUBMISSION INFORMATION**

**(A) SUBMISSION OF PROPOSALS**

1. **Pricing and Signature:** Respondents should use forms provided by the Agency. If additional space is necessary, respondents should attach additional sheets referencing the appropriate response page. Proposals should be priced, signed and returned (with necessary attachments) to the **Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102-0270**, or hand-delivered in a sealed envelope to the **General Services, 830 MoDOT Drive, PO Box 270, Jefferson City, Missouri 65102**. Specifically, **any** form containing a signature line in this RFP and any amendments, pricing pages, etc., **must** be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection after full award and contract execution and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. All information pertaining to this request and resulting responses will not be available for review until a final contractual agreement is reached with the lowest and best responses received. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Frankie Ryan, MPA, CPPO, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, and she may be reached by telephone at 573-522-9481 or emailed at [Frankie.Ryan@modot.mo.gov](mailto:Frankie.Ryan@modot.mo.gov).
5. **Evaluation Categories:** To facilitate the evaluation process, the Offeror is encouraged to organize its proposal into distinctive sections that correspond with the individual evaluation factors described in Section C entitled "Evaluation Criteria and Process".
6. **Additional Information:** MoDOT shall be authorized to contact a Offeror who has submitted a proposal to request additional or clarifying information relating to the Offeror's proposal and its terms. Any proposal which requires MHTC or MoDOT to indemnify/save harmless the Offeror will be rejected as nonresponsive.
7. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies your institution has served or currently serves. Documentation of Experience and References should be provided on the forms in Section (6).
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant. Employee qualification documentation should be provided on the forms in Section (7).
  - a. If personnel are not yet hired, the Offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
  - b. The Offeror should submit a copy of all licenses and/or certifications for all proposed personnel which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the Offeror's profession. If not submitted with the proposal, MoDOT reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials or clients within the past three years. Documentation of Experience and References should be provided on the forms in Section (6).

**(C) EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror(s) providing the best proposal(s) to MHTC. A single award of multiple awards may be made by entire district, county, county groupings, or any other line item or line item combination as determined to be in the best interest of MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 

a.	Experience, expertise and reliability:	20%
b.	Cost:	
	i. Regular & Overtime Rates	35%
	ii. % Over actual net cost for parts/materials (Service Calls)	5%
	iii. % Over actual net cost for parts/materials (Projects)	20%
c.	Recommendations from references:	20%
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

**(D) PRICING**

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**(E) AWARD**

Any agreement for services resulting from this RFP shall be awarded to the Offeror(s) providing the best proposal(s) to MHTC. A single award **OR** multiple awards may be made by entire district, county, county groupings, or any other line item or line item combination as determined to be in the best interest of MHTC.

**SECTION (5): PRICE PAGES**

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The bidder shall provide a single firm fixed price for each of the mechanical services classifications of position/trade stated in the tables below for providing contracted services in accordance with the requirements of this document. All costs associated with providing the required services shall be included in the stated prices. *Mileage will not be paid.*

**Atchison County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	001	\$_____ per hour	002	\$_____ per hour
Sheetmetal Worker	003	\$_____ per hour	004	\$_____ per hour
Pipefitter	005	\$_____ per hour	006	\$_____ per hour
Laborer Skilled	007	\$_____ per hour	008	\$_____ per hour
Plumber	008	\$_____ per hour	010	\$_____ per hour

**Holt County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	011	\$_____ per hour	012	\$_____ per hour
Sheetmetal Worker	013	\$_____ per hour	014	\$_____ per hour
Pipefitter	015	\$_____ per hour	016	\$_____ per hour
Laborer Skilled	017	\$_____ per hour	018	\$_____ per hour
Plumber	019	\$_____ per hour	020	\$_____ per hour

**Nodaway County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	021	\$_____ per hour	022	\$_____ per hour
Sheetmetal Worker	023	\$_____ per hour	024	\$_____ per hour
Pipefitter	025	\$_____ per hour	026	\$_____ per hour
Laborer Skilled	027	\$_____ per hour	028	\$_____ per hour
Plumber	029	\$_____ per hour	030	\$_____ per hour

**PRICE PAGES Continued**

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**Andrew County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	031	\$ _____ per hour	032	\$ _____ per hour
Sheetmetal Worker	033	\$ _____ per hour	034	\$ _____ per hour
Pipefitter	035	\$ _____ per hour	036	\$ _____ per hour
Laborer Skilled	037	\$ _____ per hour	038	\$ _____ per hour
Plumber	039	\$ _____ per hour	040	\$ _____ per hour

**Buchanan County included the District One HQ Buildings**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	041	\$ _____ per hour	042	\$ _____ per hour
Sheetmetal Worker	043	\$ _____ per hour	044	\$ _____ per hour
Pipefitter	045	\$ _____ per hour	046	\$ _____ per hour
Laborer Skilled	047	\$ _____ per hour	048	\$ _____ per hour
Plumber	049	\$ _____ per hour	050	\$ _____ per hour

**Worth County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	051	\$ _____ per hour	052	\$ _____ per hour
Sheetmetal Worker	053	\$ _____ per hour	054	\$ _____ per hour
Pipefitter	055	\$ _____ per hour	056	\$ _____ per hour
Laborer Skilled	057	\$ _____ per hour	058	\$ _____ per hour
Plumber	059	\$ _____ per hour	060	\$ _____ per hour

**Gentry County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	061	\$ _____ per hour	062	\$ _____ per hour
Sheetmetal Worker	063	\$ _____ per hour	064	\$ _____ per hour
Pipefitter	065	\$ _____ per hour	066	\$ _____ per hour
Laborer Skilled	067	\$ _____ per hour	068	\$ _____ per hour
Plumber	069	\$ _____ per hour	070	\$ _____ per hour

**PRICE PAGES Continued**

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**DeKalb County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	071	\$ _____ per hour	072	\$ _____ per hour
Sheetmetal Worker	073	\$ _____ per hour	074	\$ _____ per hour
Pipefitter	075	\$ _____ per hour	076	\$ _____ per hour
Laborer Skilled	077	\$ _____ per hour	078	\$ _____ per hour
Plumber	079	\$ _____ per hour	080	\$ _____ per hour

**Clinton County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	091	\$ _____ per hour	092	\$ _____ per hour
Sheetmetal Worker	093	\$ _____ per hour	094	\$ _____ per hour
Pipefitter	095	\$ _____ per hour	096	\$ _____ per hour
Laborer Skilled	097	\$ _____ per hour	098	\$ _____ per hour
Plumber	099	\$ _____ per hour	100	\$ _____ per hour

**Harrison County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	101	\$ _____ per hour	102	\$ _____ per hour
Sheetmetal Worker	103	\$ _____ per hour	104	\$ _____ per hour
Pipefitter	105	\$ _____ per hour	106	\$ _____ per hour
Laborer Skilled	107	\$ _____ per hour	108	\$ _____ per hour
Plumber	109	\$ _____ per hour	110	\$ _____ per hour

**PRICE PAGES Continued**

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**Daviess County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	111	\$ _____ per hour	112	\$ _____ per hour
Sheetmetal Worker	113	\$ _____ per hour	114	\$ _____ per hour
Pipefitter	115	\$ _____ per hour	116	\$ _____ per hour
Laborer Skilled	117	\$ _____ per hour	118	\$ _____ per hour
Plumber	119	\$ _____ per hour	120	\$ _____ per hour

**Caldwell County**

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	121	\$ _____ per hour	122	\$ _____ per hour
Sheetmetal Worker	123	\$ _____ per hour	124	\$ _____ per hour
Pipefitter	125	\$ _____ per hour	126	\$ _____ per hour
Laborer Skilled	127	\$ _____ per hour	128	\$ _____ per hour
Plumber	129	\$ _____ per hour	130	\$ _____ per hour

**PRICE PAGES Continued**

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Parts and Materials “Service Calls”: The Offeror shall provide a single firm fixed percentage over the actual net cost for any parts and materials required for “Service Calls” at the District Headquarters or various counties stated herein.

% Over actual net cost for parts/materials for <i>Service Calls</i>	131	_____ %
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Parts and Materials “Projects – Requires a Work Plan”: The Offeror shall provide a single firm fixed percentage over the actual net cost for any parts and materials required for “Projects” at the District Headquarters or various counties stated herein.

% Over actual net cost for parts/materials for <i>Projects</i>	132	_____ %
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Development of a Work Plan – The bidder shall state the firm fixed price for development of a work plan pursuant to the requirements of this document where approval to proceed is not provided within sixty calendar days. Such price shall not exceed \$100.00.

Development of Work Plan	133	\$ _____ per work plan
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Renewal Period: The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A cumulative calculation shall not be utilized.

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price + _____ %	OR	original price - _____ %
2nd Renewal Period:	original price + _____ %	OR	original price - _____ %

**Notice:** *do not complete both a maximum increase and a minimum decrease for the same renewal period.*

Authorized Signature of Offeror: _____
Printed or Typed Name of Offeror: _____
Mailing Address: _____

SECTION (6):  
 BIDDER'S EXPERIENCE AND RELIABILITY

Experience and reliability of the bidder's organization will be considered in the evaluation for awarding this contract. Therefore, the bidder is advised to submit adequate information to document successful and reliable experience in past performance. Complete the following forms to provide this information. Attach additional pages if necessary.

1	PRIOR SERVICES PERFORMED FOR:	
	Company Name	
	Street Address	
	City, State, Zip	
	Company Contact Familiar with Your Performance	
	Company Contact's Title	
	Telephone Number	
	Type of Work Performed	
Description of Work Performed:		

2	PRIOR SERVICES PERFORMED FOR:
Company Name	
Street Address	
City, State, Zip	
Company Contact Familiar with Your Performance	
Company Contact's Title	
Telephone Number	
Type of Work Performed	
Description of Work Performed:	

3	<b>PRIOR SERVICES PERFORMED FOR:</b>
Company Name	
Street Address	
City, State, Zip	
Company Contact Familiar with Your Performance	
Company Contact's Title	
Telephone Number	
Type of Work Performed	
Description of Work Performed:	

4	PRIOR SERVICES PERFORMED FOR:	
Company Name		
Street Address		
City, State, Zip		
Company Contact Familiar with Your Performance		
Company Contact's Title		
Telephone Number		
Type of Work Performed		
Description of Work Performed:		

5	PRIOR SERVICES PERFORMED FOR:	
	Company Name	
	Street Address	
	City, State, Zip	
	Company Contact Familiar with Your Performance	
	Company Contact's Title	
	Telephone Number	
	Type of Work Performed	
<p>Description of Work Performed:</p>		

6	PRIOR SERVICES PERFORMED FOR:	
Company Name		
Street Address		
City, State, Zip		
Company Contact Familiar with Your Performance		
Company Contact's Title		
Telephone Number		
Type of Work Performed		
Description of Work Performed:		



CERTIFICATION AND TRAINING SUMMARY:	
Company Name	
Street Address	
City, State, Zip	
Employee Name	
Employee's position in the Company	
Employee Signature	

List Certifications and Training (Journeyman, Apprentices, BAT, etc.), include expiration dates (attach certificates):

**CERTIFICATION AND TRAINING SUMMARY:**

Company Name	
Street Address	
City, State, Zip	
Employee Name	
Employee's position in the Company	
Employee Signature	

List Certifications and Training (Journeyman, Apprentices, BAT, etc.), include expiration dates (attach certificates):

**COMMERCIAL MECHANICAL SERVICES**

**RFP 6-050223**

**PREVAILING WAGE RATES**

The following counties are included in this solicitation. For an official copy of these prevailing wage rates, please contact the Buyer, Frankie Ryan, at 573-522-9481, or by email at [frankie.ryan@modot.mo.gov](mailto:frankie.ryan@modot.mo.gov). Please use only the information contained in the official copy of the wage rates when submitting your solicitation documents.

ANNUAL WAGE ORDER # 11 – Incremental Issue #6 – for the following counties:

Atchison Holt, Nodaway, Andrew, Buchanan, Worth, Gentry, DeKalb, Clinton, Harrison, Daviess, and Caldwell.

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The Offerors attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Proposals received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**BY (signature required):**

\_\_\_\_\_

**Federal Tax I.D. #: \_\_\_\_\_ if no Federal Tax I.D. # - list Social Security #: \_\_\_\_\_**

NOTE: For proposals to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

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

**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

**GENERAL TERMS AND CONDITIONS**

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, age disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and

**Missouri Highways and Transportation Commission**  
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requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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

**Invoicing and Payment**

- a. MoDOT 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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

**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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.

- 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

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**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. 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.

**Indemnification**

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

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**SPECIAL TERMS AND CONDITIONS**

**Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,000,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

**Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**Prevailing Wage**

- a. If the bid/quote/proposal 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 counties outlined in the solicitation documents. The Annual Wage Order effective for this solicitation/contract may be inspected at any District Headquarters Office or at the Central Office in Jefferson City.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

**Special Invoicing and Payment**

- a. Applications For Payments may be submitted for work completed and supplies delivered monthly for projects that have a final required delivery that extends greater than 30-days after the project commencement date.
  - 1) Submit four copies of each application on Contractor's electronic media driven form.
  - 2) Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
    - 3) Payment Period: 30 days.
    - 4) Submit waiver of liens from vendors.
    - 5) Include an updated construction progress schedule.
    - 6) Certified payroll records.

**Permits, Licenses and Safety Issues**

- a. 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.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

**Award**

- a. Award of this bid/quote/proposal will be made using the "lowest and best" principle of award.
- b. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

**Failure to Execute Contract**

- a. Failure to execute the contract within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

**Notice to Proceed**

- a. Project Work. After the execution of the contract, the Department for each approved project will issue a "Notice to Proceed" in the form of a "Purchase Order". A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can commence work and a required completion date. These dates will be in accordance with the dates shown in the proposal.
- b. Service Call Work. After the execution of the contract, the Department for each approved service call will issue a "Notice to Proceed".

**Surety**

- a. At MoDOT's discretion a Performance Bond in the amount of 100% of the Project Sum may be required. Surety, acceptable to MoDOT, shall issue the bond. Costs of such bonds will be the responsibility of the contractor.

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**Delivery – Additional Requirements**

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**.

**Cancellation of Contract**

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.
- c. MHTC reserves the right to terminate the contract for the convenience of MHTC without penalty or recourse by giving the Firm a written notice of such termination at least 30 days prior to termination.

**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 two-hundred fifty dollars (\$250.00) 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.

**Work**

- a. Coordination. The contractor shall coordinate their work schedule with the MoDOT project inspector. Mandatory coordination meetings may be called as deemed necessary by the MoDOT project inspector. If multiple contractors are working on the job site, the MoDOT project inspector or his designated representative shall approve final work schedule.
- b. Contractor's Responsibility for Work. Until the work is accepted by project inspector, it shall be in the custody and under the charge and care of the contractor. Contractor shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.
- c. Defective Work. All rejected work shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at its expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the Commission's engineer, Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the contractor under this contract.
- d. Inspection of Work. Commission's engineer shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other data and records relating to the work. If requested by Commission's engineer, the contractor shall at any time before final acceptance of the work uncovers any portion of the finished work as directed for inspection. After examination, the contractor shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the contractor.
- e. Working day. Is defined as any day when, soil and weather conditions would permit the major operation of the project for six hours or more unless other unavoidable conditions prevent the contractor's operation. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day. **Working days will begin as soon as notice to proceed is issued.** In order for MoDOT not to change a workday due to unavoidable conditions, the contractor must have enough forces, equipment, and materials on site to begin the project. The contractor must notify MoDOT inspector before 12:00 noon of said working day if forces will not be present.

**Change Orders.**

- a. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the contractor has had delivered to it a signed approved "change order" or "purchase order" authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the engineer may order such unauthorized work removed and replaced at the contractor's expense.
- b. Overhead and Profit. The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and

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complexity of the work involved. However, the overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.