



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	04/04/06	QUOTE DUE BY:	04/19/2006 1:00		
TIME REQUIRED FOR DELIVERY:	CONTRACT PERIOD 04/15/06 TO 12/31/06	QUOTATION NO:	D7-06-037	BUYER NAME /TELEPHONE NUMBER:	JANET DOTY 417-629-3227 417-629-3226 FAX
TO BE DELIVERED NO LATER THAN					
District Mailing Address/Facsimile #:	Missouri Department of Transportation District 7 P.O. Box 1445 Joplin Mo. 64804	Delivery Locations:	Missouri Department of Transportation District 7 3901 East 32nd Street Joplin Mo. 64802		

DESCRIPTION

Missouri Department is seeking bids for Preventive Pest Control spraying of the District Office and Garage located at 3901 E 32nd Street
 Areas inspected and or treated include the Following:
 Food Areas
 Dining Areas
 Offices
 Restrooms/locker rooms
 Display areas
 Boiler room
 Storage/Utility
 Warehouse Area
 Building perimeters,
 Entryways/exits to buildings
 This will be done once a month, on a specific day (i.e. the second Tuesday of each month), during normal working hours of 7:30 a.m. to 4:00 p.m., unless otherwise directed by the Facilities Coordinator.
 Termite inspection and treatment to be completed once a year. Before treatment of any problems found, a full written report should be given to the Facilities Coordinator and physical inspection to be done before treatment is completed.

CONTRACT PERIOD:

The project cost quoted above shall be firm for the remainder of the 2006 calendar year. The Missouri Department of Transportation (MoDOT) and the contractor shall have the right, upon the mutual agreement of all parties, to extend the contract period for additional calendar year periods (12 months), or any portion thereof, for up to three (3) additional years.

- A. The contractor must supply MoDOT with current Material Safety Data Sheets (MSDS) for any materials that Employees may come in contact with.
- B. The contractor shall meet all Occupational Safety and Health Administration (OSHA) regulations and comply with Missouri Department of Natural Resources (DNR) and Environmental Protection Agency (EPA) regulations.

SECURITY REQUIREMENTS:

	<p>A. Only authorized persons shall be permitted on MoDOT premises.</p> <p>B. The contractor shall be held responsible for any breakage, damage and/or loss of MoDOT's property through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on MoDOT's premises. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract.</p> <p>The contractor shall not use, nor allow the contractor's employees to use, any MoDOT equipment, supplies, property or telephones without the prior approval of an authorized MoDOT representative.</p> <p><u>INSURANCE</u></p> <p>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. 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:</p> <ol style="list-style-type: none"> 1. Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law. 2. Public Liability (includes property damage and personal injury): <ol style="list-style-type: none"> a. Not less than \$100,000 each individual per accident or occurrence. b. Not less than \$500,000 each accident or occurrence. 3. Special Hazard Insurance: As required. 4. Builder's Risk: Not less than the full Contract amount. <p style="text-align: center;"><u>Permits, Licenses and Safety Issues</u></p> <ol style="list-style-type: none"> 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. <p>Pre-bid inspection is available on April 13th at 9:00 AM by contacting Janet Doty 24 hrs in advance by phone # 417-629-3227 , by Fax # 417-629-3226 or Email @ janet.doty@modot.mo.gov</p>	
	<p>If checked, the following item is a provision of this quotation.</p>	
<input type="checkbox"/>	<p>If this quotation is accepted, the quoting firm will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations for each affected craft and type of workmen. The current General Wage Order may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.</p>	
<p>Company Name:</p>		
<p>All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.</p>		
<p>VENDOR NOTES</p>		

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VENDOR INFORMATION

Vendor Name /Mailing Address		Vendor Contact Information (including area codes):			
		Phone #:			
		Fax #			
		Cellular #			
Printed Name and Title of Responsible Officer or Employee:		Signature:			

Is your company registered/certified with the State of Missouri as a (please circle):		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your firm MBE Certified?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your firm WBE Certified?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Would your company like information on becoming a registered/certified MBE/WBE vendor?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

List all agencies your firm is currently certified with?	
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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 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.
- b. 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 or post –award contract.
- 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 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.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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 of 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.