



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION
 FORMAL COMPETITIVE ADVERTISED SEALED BID
 THIS IS NOT AN ORDER**

REQUEST FOR BID

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: JANUARY 30, 2009	QUOTE DUE BY (DATE AND TIME): FEBRUARY 24, 2009 1:00 P.M. C.S.T.	F.O.B. REQUIREMENTS: DESTINATION – FULL FREIGHT ALLOWED
TO BE DELIVERED/COMPLETED NO LATER THAN: SEE SCOPE OF WORK	QUOTATION #: D8PP-9028 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: ANDY McNEILL, CPPB INTERMEDIATE PROCUREMENT AGENT 417-895-7645
District Mailing Address #: Missouri Department of Transportation M.P.O. Box 868 3025 East Kearney Springfield, MO 65803 Facsimile #: 417-895-6704	Delivery Locations: Missouri Department of Transportation I-44 Webster County Conway Welcome Center	

ALL BIDS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

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The Missouri Department of Transportation, Springfield Area, District 8, is requesting bids for a "Class D Wastewater Treatment Plant Operator" that will over-see the treatment plant operation of the sand filter sewage treatment system located at the Webster County, Conway, I-44 Welcome Center as per the requirements in this document. Operator shall be required to be certified by the Missouri Department of Natural Resources with at least a Class D Certificate.

General Information and Scope of Work are listed beginning on page (3) and must be observed by the contractor awarded the responsibility of keeping the treatment system in operation.

Please provide a cost bid "per month" and an "hourly" emergency call out fee below in the Pricing Sheet. Cost determination shall be calculated by multiplying twelve (12) times the monthly fee and adding that total to one (1) hour of the emergency call out fee.

All bids shall be returned in a sealed envelope with the bid number and title (D8PP-9028 Class D Wastewater Treatment Plant Operator) marked clearly on the outside of the envelope.

		Pricing Sheet			
12	EA	Water and Sewer Plant Operations as per attached Scope of Work	Monthly Rate		
1	EA	Emergency Call Out Fee	Hourly Rate		
<u>TOTAL ORDER EXTENSION</u>					

SPECIAL NOTES:

Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

VENDOR NOTES

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Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

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

Is your company registered/certified with the State of Missouri as a (please circle):			
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO	
If you would like information on becoming a registered/certified MBE/WBE vendor please visit MoDOT's website at the following address: http://www.modot.mo.gov/ecr/index.htm			

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

GENERAL INFORMATION

- A. The successful "Class D Operator" will oversee and monitor the maintenance operations of the Conway, I-44 Welcome Center sand filter sewage treatment system in accordance with the requirements and provisions stated herein.
- B. Bids must be received no later than 1:00 p.m. local time, February 22, 2009 at the Missouri Department of Transportation, District 8 Office located at 3025 East Kearney Street, Springfield, MO 65803.
- C. Please provide a cost quote "per month" and an "hourly" emergency call out fee on the Pricing Sheet (page no. 1). Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoices. All fees must be included in your quoted price submitted.
- D. The contract period shall be from date of award to March 31, 2010. Pricing quoted for the referenced service above must remain firm until March 31, 2010. There are no renewal options for this quotation.
- E. Cost determination shall be calculated by multiplying twelve (12) times the monthly fee and adding that total to one (1) hour of the emergency call out fee.
- F. All correspondence in regards to plant operations, as well as any and all repairs, shall be coordinated through the MoDOT Conway Maintenance Supervisor.

SCOPE OF WORK

- A. The sand filter system consists of two (2) 16,500-gallon septic tanks with two (2) cells in each tank. Following the septic tank is a recirculating fixed film filter with a 3Hp aerator. The system includes two dosing pumps that pump water to the sand filter. The pumps alternate run times of approximately 5 minutes. Twenty percent of the water is to split to an ultra violet system before it is discharged. An ultra sonic flow meter is provided. A standby generator and auto-transfer switch will provide emergency power.
- B. The plant equipment must be operated in accordance with the manufacturers recommendations and the Missouri Department of Natural Resources requirements, including licenses to operate a "D" facility.
- C. The operator must attend the filter site at a **minimum** of twice per week and provide a checklist for the daily inspection. MoDOT will provide a daily visual inspection of the operation.
- D. The operator must provide a maintenance and monitoring record that indicates such details as weekly run times for equipment and when ultra violet bulbs have been checked, cleaned or changed, or any other maintenance or operation details. The operator must be available at other times for operational malfunctions.
- E. Operation requirements are, but not limited to:
 - 1. Monitor sludge content in septic tank cells one time each quarter and do testing prior to sludge wasting. Then advise MoDOT as to any action needed. Must monitor the amount of sludge in the septic tanks. MoDOT does not provide monitoring tools. Cells should be monitored and pumped annually or appropriately. (Costs of sludge removal is not included in this contract). Prepare sludge disposal reports and submit to MoDNR.
 - 2. Monitor the operation of the fixed film filter by recording aerator run times weekly. Monitor for sludge deposits annually and pump excess sludge back to the septic tanks. Remove, as needed any floating scum in baffled areas.
 - 3. Regulating the dosing tank properly in accordance with MoDNR and manufacturers recommendations. Dosing tank should have a minimum of 2-feet of water at all times to keep sludge from being pumped into the sand filter.
 - a. Run time meters shall be checked and recorded weekly to be certain that both pumps are running a similar amount of time. At this time, pumps should pump 5 minutes then be off 10 minutes, alternating between two pumps. Pumps are on timer controls with a float switch back up. There is an alarm light when the time and floatation switch is not working.
 - 4. Ultra violet lamps and covers must be cleaned periodically as per the manufacturers recommendations. Lamps shall be changed per the manufacturers recommendations.
 - 5. Check the generator and transfer switch weekly. Check oil and coolant levels and top off as required. Record run time meter readings weekly and any maintenance performed. Change the engine oil and filter per the manufacturers recommendations and a minimum of two times per year. Oil, filter, and engine coolant to be supplied by MoDOT. Check the propane tank fuel levels at least monthly and notify MoDOT when fuel is low allowing MoDOT ample time to arrange for refueling at MoDOT cost.

6. Pull weeds and grass out of the sand filter to keep filter clear of vegetation.
7. Keep the grounds mowed in the area where the tanks, lights and pumps are.
8. Provide DNR testing and reporting for wastewater as per MoDNR operating permit. Provide DNR required testing for drinking water at this site. Results must be provided to MoDOT. Monthly testing of the plant effluent will be required for the following: BOD, TSS, pH, fecal coli form, nitrate, ammonia, temperature, dissolved oxygen. All samples are "grab" type. BOD and TSS are also to be tested on the influent once per month. At the end of each year prepare a summary of the effluent sampling and assist MoDOT in a request to MoDNR to modify the discharge permit to a requirement for quarterly testing and any other appropriate changes.
9. Report all conditions of the system monthly.
10. MoDOT will be responsible for electrical power, propane fuel, and sludge hauling cost.

EMERGENCY CALLOUT REQUIREMENTS

- A. Contractor will provide 24-hour contact numbers for emergency callouts.
- B. Hourly rate for emergency callouts will be based on the time when contractor arrives at MoDOT facility until the time that contractor finishes emergency work. Time for transportation will not be considered in the emergency rate. Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges will not be accepted on any invoice. All fees must be included in your quoted price submitted.

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.
- g. 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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- 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.
- d. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

Executive Order

- a. 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/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. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. 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, as 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. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. 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.

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.

