



**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:	MARCH 8, 2012	QUOTE DUE BY:	MARCH 15, 2012	F.O.B. REQUIREMENTS:	DESTINATION
TIME REQUIRED FOR DELIVERY:	MARCH 20, 2012	QUOTATION No:	9-120315TV	BUYER NAME /TELEPHONE NUMBER:	TOM VEASMAN, (573) 522-4404
TO BE DELIVERED NO LATER THAN					
District Mailing Address/Facsimile #:	573-526-1218	Delivery Locations:	Jefferson City & Lee's Summit		

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
		Provide Annual Preventative Maintenance			
		using Caterpillar Extended Oil Drain Program			
		for four (4) MoDOT owned Generators.			
		See attached Preventative Maintenance			
		Description.			
		1320 Creek Trail Drive, Jefferson City, Generator PM Price		\$ _____	
		1617 Missouri Blvd., Jefferson City, Generator PM Price		\$ _____	
		600 NE Colbern Road • Lee's Summit Generator PM Price		\$ _____	
		601 West Main, Jefferson City Generator PM Price		\$ _____	
		Schedule to complete work no later than March 24, 2011 with Dale Brandt, 573-690-4486.			
<b>TOTAL ORDER EXTENSION</b>					

If checked, the following item is a provision of this quotation.

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.

Company Name:

**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.**

**VENDOR NOTES**

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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		No	<input type="checkbox"/>
<b>Is your firm MBE Certified?</b>		Yes	<input type="checkbox"/>	No		No	<input type="checkbox"/>
<b>Is your firm WBE Certified?</b>		Yes	<input type="checkbox"/>	No		No	<input type="checkbox"/>
Would your company like information on becoming a registered/certified MBE/WBE vendor?		Yes	<input type="checkbox"/>	No		No	<input type="checkbox"/>

<b>List all agencies your firm is currently certified with?</b>	
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Provide Annual Preventative Maintenance using Caterpillar Extended Oil Drain Program for four (4) MoDOT owned Generators.

Location: 1320 Creek Trail Drive, Jefferson City.

<b>Generator Manufacturer</b>	Caterpillar	<b>kW</b>	600	<b>Engine Manufacturer</b>	Caterpillar	<b>Oil Capacity</b> 18 Gallons
<b>Generator Model</b>	600	<b>Voltage</b>	480	<b>Engine Model</b>	3412	
<b>Generator S/N</b>	9EP03401	<b>Amps</b>	902	<b>Engine S/N</b>	3FZ01810	

Location: 1617 Missouri Boulevard, Jefferson City.

<b>Generator Manufacturer</b>	Caterpillar	<b>kW</b>	800	<b>Engine Manufacturer</b>	Caterpillar	<b>Oil Capacity</b> 38 Gallons
<b>Generator Model</b>	800	<b>Voltage</b>	480	<b>Engine Model</b>	3412	
<b>Generator S/N</b>	TFT000231	<b>Amps</b>	1,203	<b>Engine S/N</b>	BLG02666	

Location: 600 NE Colbern Road • Lee's Summit

<b>Generator Manufacturer</b>	Caterpillar	<b>kW</b>	800	<b>Engine Manufacturer</b>	Caterpillar	<b>Oil Capacity</b> 18 Gallons
<b>Generator Model</b>	SR4B	<b>Voltage</b>	480	<b>Engine Model</b>	C27	
<b>Generator S/N</b>	DWB01739	<b>Amps</b>	1,203	<b>Engine S/N</b>	MJE01736	

Location: 601 West Main, Jefferson City. When this generator is out of service for maintenance, a contractor supplied generator must be set in service to maintain continuous backup during the entire maintenance process.

<b>Generator Manufacturer</b>	Caterpillar	<b>kW</b>	800	<b>Engine Manufacturer</b>	Caterpillar	<b>Oil Capacity</b> 38 Gallons
<b>Generator Model</b>	3412	<b>Voltage</b>	480	<b>Engine Model</b>	3412	
<b>Generator S/N</b>	TFT00106	<b>Amps</b>	1,203	<b>Engine S/N</b>	BLG00584	

Annual Maintenance Description:

#### Electrical Systems

- Check battery electrolyte level and top off
- Check and record battery voltage
- Check and record battery charger amperage
- Check battery connection terminals and clean as necessary
- Clean battery posts and terminals
- Check battery charger and adjust float rate (if necessary)

#### Lubrication System

- Check crankcase oil level and add up to 2 gallons of Caterpillar DEO API CG4 engine oil
- Visually inspect oil for contamination by fuel water or glycol
- Visual inspection of front & rear crankshaft seals and lubrication system gaskets for leaks
- Check for excessive crankcase blowby with engine running

#### Cooling System

- Check coolant level and correct level if necessary
- Visual inspection of radiator/heat exchanger for leaks, damage and obstructions
- Inspect condition of radiator cap, gaskets and sealing surfaces
- Visually inspect engine coolant for contamination
- Visually inspect water pump and cooling system gaskets for leaks
- Inspect engine belts for fraying and cracking
- Check jacket water heater(s) for proper operation and adjust thermostat settings as needed
- Check and adjust belt tension if necessary
- Inspect hoses for cracking, leaking, and pliability
- Check and record engine coolant antifreeze protection

#### **Fuel System**

- Check level of main storage tank
- Test day tank pump for proper operation and level
- Inspect fuel lines for leaks or cracking
- Drain water from fuel separator
- Check fuel injection and transfer pumps for proper operation and leaks
- Drain water from water separator and fuel tank
- Check governor linkages, and oil level if applicable
- Check and record level in main fuel tank

#### **Air Induction and Exhaust System**

- Inspect air filter for deterioration and plugging
- Check inlet and discharge louvers for proper operation with engine running and stopped
- Inspect air intake piping for leaks and possible dirt entry
- Inspect flexible exhaust couplings for cracks & excessive leakage
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking)
- Inspect exhaust silencer for deterioration

#### **Engine Mounts**

- Inspect generator set vibration isolators and adjust as needed

#### **Control Panel**

- Operational check of warning and fault lamps
- Check proper operation of engine and generator monitoring displays with engine running
- Adjust governor control for optimum performance and frequency
- Adjust voltage regulator for proper voltage
- Check remote annunciator for proper operation (if applicable)

#### **Lubrication System**

- Obtain engine oil sample for analysis
- Change oil filters
- Change engine oil
- Dispose of engine waste oil and filters in a legal and environmentally safe way

#### **Fuel System**

- Clean primary fuel filter (if screen type)
- Drain water and sediment from day tank (if accessible)
- Replace primary and secondary fuel filter elements
- Inspect and lubricate governor linkages

#### **Cooling System**

- Replace coolant filter (if applicable)
- Check concentration level of coolant conditioner to prevent cylinder liner pitting or solder bloom

#### **Generator and Voltage Regulator**

- Inspect rotor & stator for damage and excessive oil or dirt buildup
- Inspect couplings and guards for loose or missing parts
- Check fastening of generator leads and voltage regulator control wiring
- Strap and tape any leads that are rubbing or have worn insulation

#### **Automatic Transfer Switch**

- Check Operation of Transfer Switch
- Transfer Building Load to Generator, Check Operation of Transfer Switch

#### **Operational Checks**

- Check Overcrank safety
- Check Overspeed safety
- Check engine low oil pressure safety
- Check engine high water temp safety
- Check alternator output (if applicable)
- Check for unusual noises or vibrations
- Check for proper operation of remote fan motors, thermostats, circulating pumps and solenoids
- Check for oil, fuel and coolant leaks
- Check and record engine oil pressure
- Check and record engine coolant temperature
- Check and record engine rpm
- Check and record generator frequency
- Check and record generator voltage
- Check and record amperage under building load

#### **Upon Completion of Service**

- Set all controls to automatic
- Set circuit breaker to correct position
- Return area to condition it was in upon our arrival

#### **Electrical System**

- Clean & apply corrosion inhibitors to lead acid battery terminals
- Inspect and tighten starter motor(s) connections and wiring

#### **Generator**

- Inspect generator strip heater (if applicable)
- Lubricate generator bearing with Caterpillar bearing lubricant for high speed applications

#### **Turbocharger**

- Inspect turbocharger compressor and turbine wheel (if accessible)
- Check turbocharger shaft end play (if accessible)

#### **Automatic Transfer Switch**

- Replace Nine Volt Battery in Transfer Switch
- Inspect Transfer Switch for proper operation
- Inspect for burnt contacts and loose connections

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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

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

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

**Preferences**

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

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

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

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Bid Guaranty/Contract Bond**

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised 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.

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

**Permits, Licenses and Safety Issues**

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.

**Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
  - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. 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

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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

- d. 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**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

**Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

**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 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.