

MISSOURI DEPARTMENT OF TRANSPORTATION



CENTRAL DISTRICT
 PO BOX 718
 1511 MISSOURI BLVD.
 JEFFERSON CITY, MO 65102

REQUEST FOR BID
 BIDDING GUIDELINES
 AND DOCUMENTATION

SEALED BID REQUIRED

TODAY'S DATE: JULY 31, 2013	BID DUE BY (DATE AND TIME): AUGUST 13, 2013 @ 10:00 AM-CDST	F.O.B. REQUIREMENTS: FOB DESTINATION
TO BE DELIVERED/COMPLETED: CONTRACT PERIOD IS FROM DATE OF AWARD TO 7/31/14	BID #: CD-14-011B <small>THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.</small>	BUYER: DEREK VANLOO PHONE NUMBER: 573-526-6956 DEREK.VANLOO@MODOT.MO.GOV
<u>District Mailing Address:</u> Missouri Department of Transportation Central District General Services 1511 Missouri Blvd Jefferson City, MO 65102		<u>Delivery Locations:</u> SEE 'ATTACHMENT A'

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.

ITEM	UM	QTY	DESCRIPTION	UNIT PRICE	DELIVERY TIME FRAME
<p>The Missouri Department of Transportation desires to establish pricing for</p> <p style="text-align: center;"><i>See Enclosed Specifications, Details and Pricing Pages</i></p> <p>ALL BIDS MUST BE RETURNED IN A SEALED ENVELOPE CLEARLY MARKED WITH THE BID #: RFB CD-14-011B PROPANE. ANY FAXED BID WILL BE CONSIDERED AND 'IRREGULAR BID'.</p> <p>AWARD will be based on the lowest total price by Maintenance Facility meeting the listed requirements.</p>					

VENDOR NAME/NUMBER:

All responses to this Request for Bid **MUST** be submitted with this form and all pages **MUST** be returned to the Buyer listed above at the District mailing address as a **SEALED BID**. **No faxes.**

MODOT CENTRAL DISTRICT
PROPANE BID PRICING PAGE
RFB CD-14-011B

NOTE: Usage reflects May 2012 to June 2013 and should be used for estimate purposes only

FACILITY	COUNTY	USAGE	BID PRICE	LIST SERVICE AREAS Plant Name, Town and Plant Phone #
Boonville	Cooper	900	\$	
Camdenton	Camden	600	\$	
Cuba	Crawford	1650	\$	
Drake	Gasconade	1150	\$	
Edgar Springs	Phelps	50	\$	
Fayette	Howard	2550	\$	
Hallsville	Boone	2650	\$	
Iberia	Miller	550	\$	
Jefferson City	Cole	400	\$	
Lebanon	Laclede	5600	\$	
Linn	Osage	2850	\$	
Mokane	Callaway	1650	\$	
Nebo	Laclede	550	\$	
Osage Beach	Miller	500	\$	
Potosi	Washington	4400	\$	
Rolla	Phelps	200	\$	
Salem	Dent	1650	\$	
St. James	Phelps	1250	\$	
St. Robert	Pulaski	350	\$	
Steelville	Crawford	1200	\$	
Striping Bldg	Cole	1550	\$	
Vienna	Maries	1100	\$	
Williamsburg	Callaway	950	\$	

MINIMUM SPECIFICATIONS:

- Propane prices submitted with this Request For Bid must be FIRM for the entire contract period (12 months) Date of Award – July 31, 2014.
- The quantities listed are ESTIMATES ONLY. Actual order quantities may vary over the next winter season. MoDOT reserves the right to increase or decrease these quantities during the contract period.
- The awarded vendor will be required to monitor propane usage and top off tanks on an as-needed basis, unless other arrangements are made with the MoDOT supervisor who is responsible for the tank at a specific location.
- The awarded vendor shall supply Material Safety Data Sheets to the MoDOT supervisor at each location, and shall be responsible for maintaining the tank in a safe condition according to industry standards and regulatory requirements (i.e. as-needed, if-needed regulator checks, pressure testing, etc.).
- MoDOT owns their own tanks, and expects each awarded vendor to keep the tanks maintained in a safe manner. If regulators or other maintenance parts are needed during the season, please visit with the supervisor at that location, and they will contact our MoDOT Facility Specialist about any safety issues, which arise. The facility specialist will either repair the tank or direct the vendor to perform the work. If the vendor repairs the tank, MoDOT will pay for the services separately from the propane purchase; therefore, **do not** include any estimated costs for this anticipated service with your annual unit price.
- The unit prices listed are F.O.B. Destination. The unit price per gallon must include all freight / handling / delivery costs and should not be listed as a separate item on any invoices.
- Award will be made on a 'Location by Location' basis using the "lowest and best" principle of award.

Awarded vendor MUST:

- 1) *be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144, their number is (573) 751-9268 and*
- 2) *be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.*
- 3) Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last six months, in order to allow the Missouri Department of Transportation to pay invoice.
- 4) Vendors' price should also allow for payment via Purchasing Card at the bid price, if vendor is capable of processing credit cards.
- 5) 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.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal 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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

Preferences

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

Missouri Highways and Transportation Commission
Standard Bid/Proposal 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.

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.

Delivery – Additional Requirements

b. 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**.

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.

Attachment A

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT)

Central District

Maintenance Building Address/Location Cross-Reference Listing

Facility	County	Address	Physical Location
Boonville	Cooper	16803 Hwy 5 Boonville MO 65233	Rte. 5, 0.3 Mile South of I-70
Camdenton	Camden	PO Box 1377, Lake Rd. 589 Camdenton MO 65020	0.75 Mile East of Rte. 5, 2.0 Miles North of Rte. 54
Cuba	Crawford	7149 Old Hwy 66, Cuba MO 65453	I44 at Rt UU, Exit 210
Drake	Gasconade	Rte. 50, RR 1 Box 63 H Owensville MO 65066	Rte. 50, 0.1 Mile South of Junction 19 North
Edgar Springs	Phelps	27800 County Road 6150	Rt. 63, 0.3 miles South of Rt H
Fayette	Boone	871 State Hwy 240, Fayette, MO 65248	Rte 240 - 1 Mile South of Rte W
Hallsville	Boone	4221 Hwy 124 Hallsville MO 65255	Rte. 124, 1.5 Miles West of Rte. U
Iberia	Miller	Rte. 1 Box 668 Iberia MO 65486	Rte. 42, .75 Mile East of Rte. 17
Jefferson City	Cole	5606 Raptor Drive, Jefferson City MO 65109	
Lebanon	Laclede	1120 Ivy Lane, Lebanon MO 65536	1/4 mile N of Bus Loop 44
Linn	Osage	1201 East Main Linn MO 65051	Rte. 50, 0.3 Mile West of Rte. 89
Mokane	Callaway	10165 State Rd C Mokane MO 65059	Rte. C, 1.5 Miles North of Rte. 94
Nebo	Laclede	37998 Hwy 32, Falcon, MO 654470	Rte 32, 1 Mile West of Rte U
Osage Beach	Miller	749 Hwy 42, Lake Ozark MO 65049	Rte 42, 0.5 Mile E of Rte 54
Potosi	Washington	10681 E. Hwy E, Cadet MO 63630	Rt. E 0.5 Mile East of Rt 21
Rolla	Phelps	351 Sally Rd., Rolla MO 65401	Sally Rd 0.5 mile N 144 Bus Lp 0.5 mile W or Rt 63
Salem	Dent	Rt. 1 Box 2785, Salem MO 65560	Rt.32 at Rt F
St James	Phelps	17855 Highway 8, St James MO 65559	Rt 8, 1.5 Miles south of Rt D
St. Robert	Pulaski	115 Plattner Ave., St. Robert MO 65583	I44 Bus Loop 0.5 Mile W of Rt. Y between divided Hwy
Steelville	Crawford	69 E. Hwy 8, Steelville, MO 65565	Rt. 8, 0.5 mile East of Rt 19
Striping Bldg	Cole	740 MoDOT Drive, Jefferson City MO 65102	740 MoDOT Drive, Jefferson City MO 65102
Vienna	Maries	North Hwy 63 HC 71 Box 13 A Vienna MO 65582	Rte. 63, 0.2 Mile North of Rte. 42
Williamsburg	Callaway	3949 County Rd 1005, Williamsburg, MO 63388	