



Missouri Department of Transportation – Statewide Fuel Bid by District

## INVITATION TO BID

### TO FUEL VENDORS:

The Missouri Department of Transportation (MoDOT) desires to establish pricing for the purchase of Ethanol Fuels (E85) meeting the listed specifications within the bid document for our District 4 Office and Maintenance facility.

The structure of this bid will be based on a supplier's margin above/below the daily Oil Price Information Service (OPIS) Rack Closing Average price for Ethanol fuels net delivered F.O.B. Destination to listed delivery sites broken down by the listed zones in the bid sheets.

The bidder may withdraw, modify or correct their bid after it has been deposited with the department, provided such request is submitted in writing and received before the time specified for opening bids. Such a request received within the time specified will be accepted, attached to the bid, and to have been considered modified accordingly. No bid may be modified, corrected, or withdrawn after the time specified for the opening of bids.

Bids must be typed or written in ink, and must show the bidders complete company name and address, and signature of the authorized representative of the company in the spaces provided on the bid sheet. In the event of a tie of low bids, the Commission reserves the right to establish the method to be used in determining the award.

By virtue of statutory authority, preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made, or grown, within the State of Missouri, if as low in cost and as desirable as any for outside the State.

The bidder's attention is directed to Section 34.076 RS Mo which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products, and also to the Missouri Domestic Procurement Act, Sections 34.350 to 34.359, RS Mo, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontracts to be manufactured or produced in the United States.

The Missouri Highways and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and from the best and most economical source. No bid is final until formally accepted by the Commission.

If you have any questions, please give me a call.

Sincerely yours,

Amy Bailey  
GHQ General Services Procurement  
Missouri Department of Transportation  
(573) 522-6188



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## BID SHEETS

### SCOPE OF WORK

The intent of this contract is designed to establish a contractual agreement with one or multiple suppliers, by which the best purchasing practices and prices are achieved based on the daily OPIS pricing in addition to the supplier's margin. MoDOT desires to establish a relationship with a supplier(s) in which MoDOT can offer higher volume, consistent delivery requirements and less overhead of personnel time in return for a supplier's acceptance of responsibility to provide MoDOT with a certified mixture of Ethanol fuels, as well as, to include all MoDOT District fuel locations as a primary customer.

### BID OPENING DATE

MoDOT will host a bid opening on January 05, 2007, local time at the Central Office, General Services Division, 830 MoDOT Drive Jefferson City, Missouri. All sealed bid submittals must be received and in hand no later than 2:00 P.M., Central Standard Time where they will be publicly opened and read. The time will be determined using a MoDOT predetermined clock. Bids will be accepted on time if time stamped using one of the following methods: 1) electronically time stamped, 2) handwritten initials and timestamp of a MoDOT representative, and 3) verification that any Fed-X, UPS or USPS certified mail, time stamped mail that clearly indicates that the sealed bid was received at the listed address prior to the closing bid time. No award will be made at this time until final review of all documents is complete.

### CONTRACT PERIOD AND CONDITIONS

This contract shall be in place for one (1) year from the date of award with the option to renew (upon mutual agreement of both parties) for two (2) additional one (1) year periods, starting immediately after award has been made. At the time for renewal, Suppliers will be asked to submit any price changes that will be mutually agreed upon by both parties. MoDOT will not be obligated or required to purchase any of the Supplier's surplus inventories resulting from the expiration of this contract agreement.

### TRANSITION PERIOD

In the event a replacement contract is not established before the expiration of this contract or upon termination by the State, it is the responsibility of the Supplier to continue the contract under the same terms and conditions until a new contract is in place. At no time shall this transition period be more than 90 days beyond the original expiration date of the contract.

### EXCEPTION TO USE

All MoDOT District Maintenance sheds and facilities will obtain all bulk fuels from this contract. However, MoDOT reserves the right to purchase product elsewhere on an emergency basis, or in situations where a supplier's delivery requirements are burdensome or restrictive. An emergency basis may be defined as but not limited to snow storms, or greater than normal usage.



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### CLOSING OF DELIVERY SITES

MoDOT reserves the right to close or open any delivery site(s), or discontinue any fuel product at anytime without penalty.

### ADDING OF OTHER FUEL/FUEL TANKS

If additional types of fuel are needed at any delivery site, the supplier agrees to provide the fuel at a mutually agreed upon price consistent with existing margin prices for like fuels. If the district adds additional tanks of same fuel type, the supplier shall provide at the same margin rate of that zone.

### ORDERING PROCEDURE

1. It will be the sole responsibility of MoDOT Sheds to keep accurate levels of fuel tanks. All maintenance facilities shall fax or call in orders when deemed necessary.
2. The supplier shall round gallons to the nearest 50 gallon increments. This practice will help MoDOT's inventory control (*not applicable when delivery is by transport truck*).
  - a) *If MoDOT orders 870 gallons, it is the supplier's responsibility to round down to the nearest 50 gallons: the amount of fuel that shall be delivered is 850 gallons.*
3. No supplier will be allowed to deliver fuel to a shed on a suppliers return route unless pre-authorized by the District's General Services Division. **This will only be allowed on rare occasions and will not be permitted on an ongoing basis.**

### DELIVERY REQUIREMENTS

1. The supplier shall deliver fuel within 24 hours after receipt of order. Supplier shall give approximate timeline of fuel delivery within a two (2) hour time frame. *All orders from MoDOT personnel shall be given prior to 11:00 a.m. to guarantee meeting the 24 hour, next day delivery time frame.*
2. Deliveries exceeding 24 hours may be allowed at the discretion of MoDOT at the time of order if arranged and approved by the ordering personnel. Otherwise:
  - a) In the event the supplier fails to deliver fuel within the time specified, MoDOT and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain. In order to liquidate such damage in advance, it is agreed that the sum of two hundred dollars (\$200) 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 the said amount will be withheld from payment due the supplier, or otherwise collected from the supplier as liquidated damages.
3. Prior to fueling, the Supplier shall determine that the fuel tank system to be filled is able to hold the volume of fuel being delivered; as well as, capable for handling the appropriate type of delivery method (Transport or smaller tankers.)
  - a) **Transport Truck deliveries will be allowed only at the District Headquarters Building if pre-approved by the General Services Division.**



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4. The Supplier is responsible for providing telephone numbers and contact names to MoDOT facilities, in which orders can be placed by telephone or by fax.
5. Fuel metering devices must be utilized to provide accurate delivery quantities. Supplier's delivery truck must have a metering device. Split loads will be accepted if all fuel from the distribution point/terminal is for delivery to multiple MoDOT facilities, in the event that transport trucks are used.
6. Delivery ticket/invoice must be presented at time of product delivery. Bill of lading/metered quantity may be transferred to delivery ticket by hand at time of delivery. Bill of lading must also be attached to the delivery ticket. MoDOT will pay only for the actual amount of fuel delivered as shown on the delivery vehicle's metering device or on the bill of lading at the OPIS Closing Average price for that day, in addition to the contract margin price listed per the bid.
7. The Supplier must advise MoDOT of the approximate arrival time within a two (2) hour period. For all deliveries, a MoDOT representative must be: (1) informed of the delivery truck arrival; (2) afforded an opportunity to observe/confirm off-loading; and (3) be given a numbered delivery receipt to sign confirming delivered quantities. Practical procedures for accomplishing these requirements will be at the discretion of MoDOT General Services and the Supplier.
  - a) MoDOT will be responsible for providing all suppliers with shed contact names and numbers.
8. Unless authorized by the ordering agency at the time of the order, the fuel must be delivered during normal working hours between 7:30 am and 3:00 pm.
9. The Supplier shall perform all deliveries to facilities in a safe and professional manner. The supplier's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents from endangering personnel on the property.
10. The Supplier must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Supplier must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers. The Supplier will be responsible for cleaning up any spill in accordance to state and federal environmental regulations.
11. A Supplier's delivery truck operator must be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and also prior to departure of the delivery truck, the fuel truck operator shall examine the lowermost drain and all outlets for leakage, and if necessary, tighten, adjust or replace to prevent any fuel from leaking.
12. In the event the Supplier subcontracts to another fuel supplier, the subcontractor shall comply with all conditions of this contract.
13. In the event the Supplier fails to meet expectations for delivery according to this contract, MoDOT reserves the right to order elsewhere in the best interest of MoDOT operations.



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14. A Supplier's inability to continuously meet the requirements of this contract is subject to contract termination or a temporary discontinuation of doing business until they can prove that they meet the requirements of this contract.
15. **See attached ZONE Map**

## INVOICES

1. MoDOT reserves the right to withhold payment without penalty until properly executed invoice/delivery tickets are submitted.
  - a) All invoices/delivery tickets must be left in a 'Fuel Mailbox' by the fuel tanks or at a MoDOT designated delivery location in the event a MoDOT representative is not there.
2. All fuel receipts must be on a supplier's invoice or a company identified delivery ticket, and it **must** be itemized in these formats at a minimum. Each district has the right to request a more thorough breakdown that includes daily OPIS pricing and the supplier's margin.

### E85

- % of gallons for unleaded x (a per/gallon minus the State tax (.17 cents))
- % of gallons for ethanol x (a per/gallon price minus the State tax (.17 cents))
- Total # of gallons x (.17 cents) State Tax

### OTHER REQUIRED INFORMATION

- Date of delivery
  - Shed location
3. MoDOT will not accept invoices from subcontracted suppliers nor will any invoice be paid to a subcontractor. Therefore, the Supplier must provide an invoice with the required information reflecting the date of delivery. The invoice must be received by 3:00 pm at the end of the next business day.



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**PRICING**

1. MoDOT's intention is to establish a fuel contract whereby the purchase price per gallon of fuel can be directly reconciled to the published OPIS prices FOB Terminal(s) (See 'Terminals' Attachment page) in ct/gal for diesel, unleaded, ethanol, and the OPIS Gross Price Market Index prices FOB Terminal in ct/gal will be used for Bio-Diesel. All Contract Pricing will be based on the following formula:
  - ❑ **Contract Price per gallon** = OPIS Closing Average Price\*\* in effect on date of delivery + Supplier Margin  
*\*\*Biodiesel pricing is based on Wholesale Rack Prices*
  - ❑ **See Pricing Sheet for more information**
2. Contract pricing will be based from the following:
  - a. The daily OPIS CLOSING AVERAGE prices identified as OPIS GROSS PURE ETHANOL PRICES for Ethanol fuel shall be used to reference changes in contract prices for unleaded/ethanol fuels.
    - ***The Missouri Department of Transportation reserves the right to change its OPIS benchmark pricing when 1) it is found that other pricing reflects the local market more comparable, and 2) to adjust to any change in industry reflection of fuel descriptions.***
3. The District office will pay invoices based on the 'Closing Average' (last Rack Avg. of the day) from the prior day. *E.g.) The 'Closing Average' at 6:00 pm on July 24, 2006 will be used for delivery prices on July 25, 2006. Fuel delivered on Mondays will be based from prices at the closing time on Saturday.* For clarity, MoDOT will use pricing that is published Monday thru Saturday. Regarding holidays, MoDOT will use the latest published pricing for deliveries in the event OPIS doesn't publish pricing due to Federal Holidays.
4. The contract base prices will be per the [Oil Price Information Services \(OPIS\) and OPIS SME Biodiesel Gross Price Market Index](#) as published daily by UCG, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030. MoDOT's OPIS representative is Beth Winters. She will be able to set each supplier up with their own account and subscription. Her number is (732) 730-2540. Her email address is [bwinter@opisnet.com](mailto:bwinter@opisnet.com).
5. **Pricing will be based from listed terminal(s) on the attached 'Terminals' Page.**
6. Taxes
  - MoDOT does not pay Federal Excise Tax. Do not include on invoices.
  - It is agreed and understood that the Supplier shall be responsible for filing all necessary claims for tax refunds due to the Supplier.
  - The Missouri Tax may be broken out separately on all invoices.
7. In reference to DELIVERY REQUIREMENTS, 2a, regarding **late delivery** of fuel, pricing will be based on the lowest of fuel, either posted on OPIS on the day of delivery or any day between date of order and actual date of delivery, which ever is less.



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## FUEL QUALITY, SAMPLING AND ACCEPTANCE

1. It will be the responsibility of the supplier to guarantee by certification that fuel fully complies with the specification requirements, prior to dumping in MoDOT tanks.
2. MoDOT reserves the right to take a sample of fuel from the supplier's delivery truck at the time of delivery for purpose of compliance.
  - a) Sampling will be taken after 50 gallons of fuel are dispensed. It shall be taken directly into a metal sample can if feasible due to the safety of individuals, or placed in a clean pail or bucket and then transferred into the metal sample can. All samples shall be directly from the delivery truck and not from our storage tanks.
  - b) All fuels delivered are subject to testing by a certified laboratory approved by the State of Missouri to determine acceptability. If delivered fuel is contaminated or does not comply with contract specifications, all costs for testing shall be paid by the supplier.
    - I. In the event a random sample is pulled and later found non-compliant, liquidated damages will be assessed. Since it would be hard to determine exactly how much fuel was used by MoDOT and other agencies vehicles or equipment in the duration that the fuel was being tested, and the unknown damage to vehicles that might occur as a result of these acts, liquidated damages will be assessed in the amount no less than that of the respective invoice if it has already been paid.
    - II. Also, the supplier shall be responsible for the cost of thoroughly cleaning the tank of any remaining fuel and for the disposal of any non-compliant fuel. Once the tank is deemed clean, acceptable and free of contaminants, the supplier will be allowed to refill the tank with acceptable fuel. A \$200/day penalty will be assessed from the time the fuel is deemed bad and for every day the tank remains idle up to and including the day the tank is refilled. Any supplier who does not clean the contaminated fuel from the tank within five (5) business days from notification, will be subject for suspension by the Missouri Department of Transportation.
3. Every MoDOT District is equipped with an 'Instant Cloud Point Tester' to determine a fuels acceptability. If it is determined that the fuel is unacceptable, all deliveries will be halted until further testing is done. MoDOT will not be responsible for acceptance or payment of the fuel on the delivery truck. Any fuel dispensed prior to the testing shall be subject for removal by the supplier at no cost to MoDOT.
4. Fuel can be rejected at any MoDOT facility by visual inspection if the MoDOT representative has reason to believe the delivered fuel does not meet specification and/or may cause damage to MoDOT vehicles or equipment. A sample will be taken and sent off to a certified lab for analysis. All deliveries will be halted until further testing is done.
  - a) If the fuel is found unacceptable, MoDOT will not be responsible for paying for the fuel dispensed prior to the visual inspection, nor will they be responsible for acceptance or payment of the fuel on the delivery truck at that time. Any fuel dispensed prior to the testing shall be subject for removal by the supplier at no cost to MoDOT. *Refer to section 3.b.1) above.*



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5. Deliveries and/or payment may be refused if quality is unacceptable.
6. Notification will be given to the supplier when fuel is found unacceptable.
7. Liquidated damages listed above are in line with how the Uniform Commercial Code (UCC) Article 2 reviews assessment of them. *Sections referred to, but not inclusive are: Section 2-301, 2-708, 2-710, 2-715 and 2-718*

## FUEL SPECIFICATIONS

- 1 Supplier must not blend in MoDOT's fuel storage tanks. Any blending and/or splash blending must be done prior to delivery.
- 2 All fuel must meet the requirements of the attached specifications, formulated for use in motor vehicles.
  - E85  
Must be in accordance to the State of Missouri regulations American Society for Testing and Materials (ASTM) D5798 and its latest revision.

## CONTRACT CANCELLATION CONDITIONS

MoDOT has the right to terminate this contract in part or in its entirety within 48 hours upon written or verbal notice for any reason. Reasons might be due to violations of any of the following conditions, but not limited to:

- Delivery of any contaminated fuel or delivery that does not meet the bid specifications for a fuel type. A certified laboratory approved by the State of Missouri will make the determination for fuel contamination or any fuel not meeting specification.
- Inability to deliver product or deliver fuel on time per the contract.
- Supplier does not provide the correct information on invoices/delivery tickets.

## METHOD OF AWARD

1. **Method of award will be made to the Supplier(s) offering the lowest margin of pricing per line item per individual zones.** The lowest bidder for the ethanol will be evaluated and awarded to the supplier who offers the lowest evaluation number.
2. Awards will be made on the ability of the supplier to deliver fuel for a complete zone parcel per type of fuel. Partial zone bid offerings will be considered 'Non-responsive'.



## PRICING PAGE SPECIAL NOTES

- Specified fuels must meet its respective specifications and any certification required.
- All bid price margins must include the Missouri State Fuel Tax, other Taxes and Fees, all blending fees, additives, and all applicable fees. Suppliers are not allowed to charge MoDOT with Federal Exercise Taxes, which is consistent with IRS Publication 378 which specifically indicates if un-dyed diesel fuel is used by a state, the claim must be made by the registered ultimate supplier. *\*\*Taxes and Fees are subject to Government change; it is the responsibility of the supplier to notify their respective Missouri Department of Transportation General Service District Office.*
- The lowest bidder for ethanol fuels will be evaluated and awarded to the supplier who offers the lowest evaluation number. The 'Total Sum' will be used for evaluation purposes only to determine low bidder.
- Margins shall be listed to the fourth (4<sup>th</sup>) decimal place; e.g. \$.0000. Margins listed in the form of percentages will not be accepted and considered 'Non-Responsive'.
- All pricing is FOB Destination
- In the event clerical mathematical mistakes are found during tabulation, allowance will be made for correction by the Missouri Department of Transportation to determine accurate evaluation numbers. However, no allowance will be made for changes to the 'Margin' prices submitted.
- ZONES, (See attached Map)



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- NOTE:** For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING PRODUCTS" must be either attached to the bid or on file in this office and must be dated in the current year.
- NOTE:** The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT" certificates of compliance must be completed and submitted with your bid for it to be considered responsive.
- NOTE:** Pay special attention to Terms and Conditions attached. **Please submit 'Accord, Certificates of Liability Insurance' with bid.** See Terms and Conditions for required amounts. Awarded bidder must carry the required amount and will have the opportunity to comply.
- NOTE:** All suppliers **must** be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.'
- NOTE:** All suppliers must also be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a supplier 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.

The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Supplier or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned Supplier or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.

**SEALED BIDS TO BE MAILED TO:**  
Missouri Department of Transportation  
General Services Procurement  
830 MoDOT Drive  
Jefferson City, Missouri 65109  
**Clearly marked**  
**Bid Request No. 6-070105**  
**Bid opening 2:00 PM, Local Time**  
**January 05, 2007**

FIRM \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_



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## TERMINALS LOCATIONS FOR PRICE BENCHMARKING

The Missouri Department of Transportation will be using the following cities for its pricing of fuel for the listed Districts. We will work closely with each awarded supplier for exact terminals to subscribe to; as well as, which product description will be used in relation to the fuel type being purchased.

Districts 1 and 4 ~ Kansas City









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## ATTACHMENTS

The listing of shed locations and fuel tank sizes, as well as what type of fuel is at each location is provided. Other attachments include:

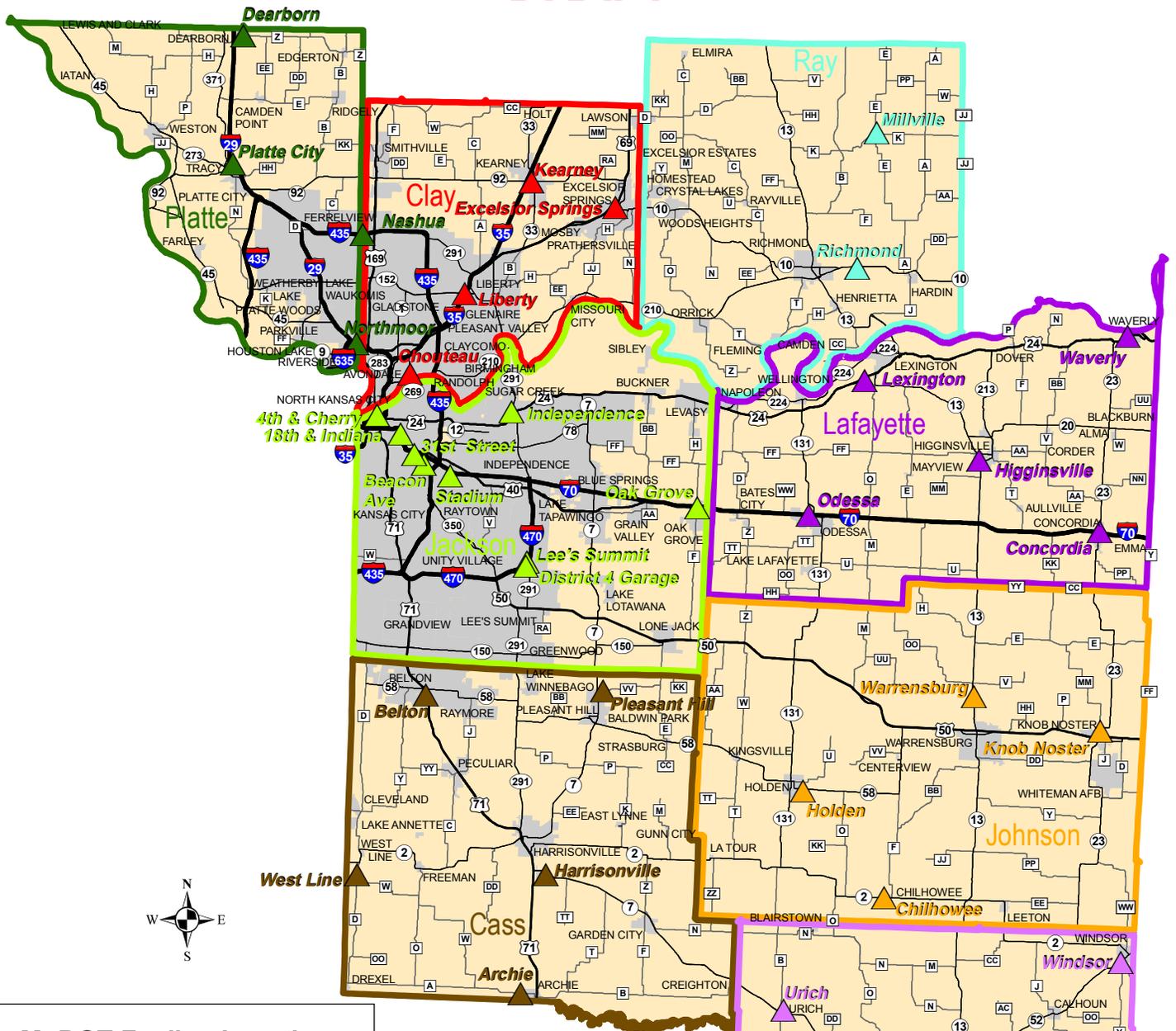
- A map showing the different zones for the District being bid.
- Terminal locations for each District
- Tank Capacity Information
- COOP Purchasing Option
- Terms and Conditions
- Preference in Purchasing Products
- Sample Pricing Pages

D4



# MoDOT District 4 Fuel Vendor Zones

## DRAFT



### MoDOT Fueling Locations & Fuel Vendor Zones

Location    Zone Boundaries

- Cass Zone
- Clay Zone
- Henry Zone
- Jackson Zone
- Johnson Zone
- Lafayette Zone
- Platte Zone
- Ray Zone





**MISSOURI DEPARTMENT OF TRANSPORTATION**  
**DISTRICT # 4**  
**TANK CAPACITIES BY FUEL PER SHED**  
**Bid # 6-061011**

					DIESEL	UNLEADED	E85
ZONE	CONTACT NAME	SHED PHONE #	CELL PHONE #	SHEDS	TANK SIZE	TANK SIZE	TANK SIZE
CASS ZONE	Dale Jackson	(816) 293-5822	(816) 380-3721	Archie	2,000		
	Dale Jackson	(816) 293-5822	(816) 380-3721	Archie	1,000		
	Steve / Tracy	(816) 322-3868	(816) 718-6846	Belton	2,000		
	Bobby / Delbert	(816) 380-3721	(816) 809-8457	Harrisonville	2,000	2,000	
	Randy Newkirk	(816) 540-2719	(816) 679-3409	Pleasant Hill	2,000		
	Mike Hurst	(816) 899-2547	(816) 380-3721	West Line	2,000		
	Mike Hurst	(816) 899-2547	(816) 380-3721	West Line	1,000		
CLAY ZONE	Gary / Brenda	(816) 467-7974	(816) 810-0621	Chouteau	2,000	1,000	
	Bill Glazier	(816) 628-5636	(816) 341-3247	Kearney	2,000	1,000	
	Greg / Tom	(816) 781-2113	(816) 718-6849	Liberty	2,000	2,000	
	Kenny Tackett	(816) 630-6576	(816) 813-1507	Excelsior Springs	2,000	1,000	
HENRY ZONE	Steve / Dennis	(660) 885-4022	(816) 863-7421	Clinton	2,000	2,000	
	Bob Hodgeman	(660) 693-4886	(816) 863-7824	Montrose	2,000	1,000	
	Mike Gibson	(660) 638-4411	(816) 863-7824	Urich	2,000	1,000	
	Herb Byrum	(660) 647-2436	(816) 863-7824	Windsor	2,000		
JACKSON ZONE	Joel / Marcus	(816) 889-3924	(816) 810-0617	4th & Cherry	2,000		
	Joel / Marcus	(816) 889-3924	(816) 810-0617	4th & Cherry	1,000		
	Everett / Mike	(816) 358-4914	(816) 810-0618	Stadium Maintenance	2,000		
	Everett / Mike	(816) 358-4914	(816) 810-0618	Stadium Maintenance	2,000		
	Gary / Dennis	(816) 356-8013	(816) 803-4526	Stadium Signals	2,000	2,000	
	Johnnie / Christine	(816) 622-0502	(816) 810-4323	Lee's Summit	2,000		
	Johnnie / Christine	(816) 622-0502	(816) 810-4323	Lee's Summit	2,000	1,000	
	Rick / Randy	(816) 622-0061 (816) 622-0066	(816) 622-0054	Lee's Summit - Garage		10,000	4,000
	Charlie / Mark	(816) 220-6625	(816) 718-6847	Independence	2,000	1,000	
	Ron / Jerry	(816) 923-1382	(816) 805-4525	Beacon Street	10,000		
	Randall Freeman	(816) 241-2223	(816) 564-4096	Motorist Assist	2,000	1,000	
	Roger / Norman	(816) 889-3269	(816) 807-1917	Roadsides - 31st Street	2,000	4,000	
	Kevin / Charlie	(816) 690-4212	(816) 718-6845	Oak Grove	2,000	1,000	
JOHNSON ZONE	Jeff Burgard	(660) 678-2141	(816) 863-7824	Chilowee	2,000	1,000	
	Darwin Doll	(816) 732-5581	(816) 863-7824	Holden	2,000	1,000	
	Steve Mothersbaugh	(660) 563-3066	(816) 813-1512	Knob Noster	2,000		
	Terry / Randy	(660) 543-7936	(816) 813-1510	Warrensburg	2,000	2,000	
LAFAYETTE ZONE	Alan Weitkamp	(660) 259-3931	(816) 813-1507	Lexington	2,000	2,000	
	Bob / Kevin	(816) 230-7712	(816) 813-1509	Odessa	2,000	2,000	
	Phil Brant	(660) 463-2522	(816) 813-1512	Condordia	2,000	1,000	
	Phil Brant	660-463-2522	(816) 813-1512	Waverly	2,000	1,000	
	Ron / Les	(660) 584-7622	(816) 813-1511	Higginsville	2,000	1,000	
PLATTE ZONE	Bill Mingee	(816) 450-3755	(816) 863-7820	Dearborn	2,000		
	Kenny / Martin	(816) 437-3510	(816) 718-6844	Nashua	2,000	2,000	
	Randy / Ronnie	(816) 741-0447	(816) 718-6843	Northmoor	2,000	2,000	
	Sam / Bill	(816) 858-2731	(816) 718-6841	Platte City	2,000	2,000	
RAY ZONE	Kim Branson	(660) 255-4548	(816) 813-1507	Millville	2,000	1,000	
	Dudley / Les	(816) 470-6306	(816) 813-1508	Richmond	2,000	2,000	
	Dudley / Les	(816) 470-6306	(816) 813-1508	Richmond	1,000		

**NOTICE**

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Bio-diesel (B100), #2 Ultra Low Sulfur Diesel, #1 Ultra Low Sulfur Diesel when required to meet fuel specifications, Unleaded, and Ethanol** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Bio-diesel (B100), #2 Ultra Low Sulfur Diesel, #1 Ultra Low Sulfur Diesel when required to meet fuel specifications, Unleaded, and Ethanol** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
  
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:  


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- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_  


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- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_  


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### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

# PREFERENCE IN PURCHASING PRODUCTS

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

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

Bids/Quotations received will be evaluated on the basis of this legislation.

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

## FOR CORPORATIONS:

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

## FOR OTHERS:

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

## FOR ALL VENDORS:

List address of Missouri offices or places of business:

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### THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

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

**BY (signature required):** \_\_\_\_\_

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

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

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

- 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a

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formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

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

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor will be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services**

within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Preferences**

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

**Remedies and Rights**

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the

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appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

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

**Inspection and Acceptance**

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

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

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

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**SPECIAL TERMS AND CONDITIONS**

**INSTRUCTIONS TO BUYERS:** Choose and/or modify those Special T&Cs that are appropriate to the solicitation (also remove the "?" marks). In order to reduce vendor/contractor confusion, remove all others that do not apply prior to issuance of the documents. Then, delete these instructions.

**? Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 each individual per accident or occurrence.
    - ii. Not less than \$2,500,000 each accident or occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

**? Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #\_\_\_\_\_ and any other provisions outlined in the solicitation documents.

**? Proposal/Bid Guaranty/Contract Bond**

- a. Each proposal 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.

**? Information and Reports**

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

**? Prevailing Wage**

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): \_\_\_\_\_. The Annual Wage Order #\_\_\_\_\_ may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

**? Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

**? Award (CHOOSE a. or b.)**

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.
- b. Award of this bid/quote/proposal will be made on an "Item By Item" basis using the "lowest and best" principle of award

**? Failure to Execute Contract**

- a. 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 readvertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

**? Notice to Proceed**

- a. Within **30 days** after the execution of the contract, a "Notice to Proceed" will be issued by the Department. A purchase order will

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be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

**? 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 work day 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
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, motorgraders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

**? Incentive for Accelerated Delivery**

- a. If, prior to the delivery deadline, the Contractor's average daily delivery rate **exceed 1,250 tons** for the total award, the Contractor will be paid an incentive for accelerated delivery in the amount of **2%** of the weighted average bid price per ton for the total tons delivered exceeding **1,250 tons per day**.

**EXAMPLE:**

Total Tons of Award	20,000 tons
Total Value of Award	\$107,200
Number of Days for Delivery from 2 sources at same time	5 days
Total number of delivery days	2 x 5 = 10 days
Average bid price per ton = \$107,200 ÷ 20,000 tons = \$5.36 per ton	

Average daily delivery rate = 20,000 tons ÷ 10 days = 2,000 tons per day  
 Daily tonnage Supplier due Incentive Pay = 2,000 tons - 1,250 tons = 750 tons per day  
 Total tons delivered exceeding daily min. rate = 750 tons x 10 = 7,500 tons

**INCENTIVE PAY = 0.02 x \$5.36/Ton x 7,500 Tons = \$ 804.00**

- b. Delivery from two sources on the same day to one or more maintenance sites will be counted as two days of delivery. Delivery from three sources on the same day to one or more maintenance sites will be counted as three days of delivery, etc.
- c. The average daily delivery rate is the total tons per award to a supplier divided by the number of days used to deliver the material. The weighted average bid price per ton is the total value of the award divided by the total tons per award.
- d. No incentive for accelerated delivery will be paid to a Contractor who is being charged liquidated damages on any item in the same award.

**? Legal Weights**

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

**? Increase or Decrease Quantities**

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

**? Basis of Measurement for Payment**

- a. For truck delivery, the quantities for basis of payment are to be determined as provided in **Section 310.4 of the Missouri Standard Specifications for Highway Construction, Edition of 1999**, and any revisions thereto.
  - 1) Measurement will be to the nearest **100 lbs.** for each load when the measurement is by weight.
  - 2) Moisture tests will be rounded off to the nearest **0.5 percent** for purposes of computing the deduction for excess moisture.

**? 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 the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department 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. The Department

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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.

**? Cancellation of Contract**

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

**? 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 one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**? Environmental Issues**

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel therefrom.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 1999**, and any revisions thereto, unless modified by these specifications.