BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	5-110118FR
DATE	January 5, 2011
PAGE NO. 1	NO. OF PAGES 14

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM CST, January 18, 2011

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered

See attached

(Submit net bid as cash discount stipulations will not be considered)

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: FRANKIE J. RYAN **BUYER TELEPHONE:** 573-522-9481

ITEM NO.	SUPPLIES OR SERVICES	
	Contract for furnishing **"Vertical Polyethylene Liquid Storage Tanks"** for a contract period starting March 1, 2011 through February 29, 2012 By signing below, I hereby agree that that the bid prices submitted meet or exceed the listed specifications with all exceptions noted and will deliver the product in the time specified on the pricing pages. **See attached Pricing Pages for submitting prices & for delivery times.** **Note to Respondent**: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.	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.

(SEE ATTACHED FOR SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS)

In compliance with the above request for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within time specified on attached pricing pages from the date of receipt of the order.

Date: _____ **Firm Name:** _____

Telephone No.: _____ **Address:** _____

Fax No.: _____ _____

Email: _____ **By (Signature):** _____

Type/Print Name _____

Form E-103 (Rev. 11-04) **Title:**

Is your firm MBE certified? ☐ Yes ☐ No **Is your firm WBE certified?** ☐ Yes ☐ No

List all agencies your firm is currently certified with. _____

BID SUBMITTAL:

Your written bid must be mailed in ***a sealed*** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of the **Buyer of Record**:

Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; (physical address; zip 65109
P.O. Box 270 (mailing address; zip 65102
Jefferson City, MO

All documents must be sealed and the outermost wrapping clearly marked "Bid for Vertical Polyethylene Liquid Storage Tanks". Please put the name of the Buyer of Record on the outmost, sealed envelope/package.

OPEN COMPETITION / REQUEST FOR BID DOCUMENT:

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

BRAND AND MODEL NUMBER:

All bidders should indicate brand and model number of the product being bid for all items. Submit descriptive literature on the items you propose to furnish.

SPECIFICATIONS:

The storage tanks offered by the bidder must comply with specifications MGS-93-02E "Specification for Polyethylene Liquid Storage Tanks", except as regarding the below change to this specification. A copy of the specification is attached to the bid documents for reference.

Change To Specification MGS 93-02E, paragraph 2.1:

Current language:

2.1 The tank shall be a standard 1.9 specific gravity, seamless, vertical cylindrical, flat bottomed, dome topped with a minimum 24 inch vented manway and a 4 inch PVC U-type vent pipe installed.

Amended language: (changes in **bold**)

2.1 The tank shall be a standard 1.9 specific gravity, seamless, vertical cylindrical, flat bottomed, dome topped with a minimum **22 inch** vented man-way and a 4 inch PVC U-type vent pipe installed. **Tank shall meet ASTM 1998-06 or current revision.**

DELIVERY:

All deliveries shall be FOB-Missouri Department of Transportation to the statewide locations outlined on Attachment A "District Shipping Points". The purchase order will indicate the delivery location.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Storage tanks that do not meet specifications will cause all of the shipments to be returned at the contractor's expense.

Please also note this requirement before any contract can be executed with any vendor.

All Vendors must be in Compliance with House Bill 600, Section 34.060 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

If it cannot be determined that a vendor is compliant with the above, it shall be the vendor's responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

INVOICING AND PAYMENT REQUIREMENTS:

The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT. Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

PRICE ESCALATION CLAUSE:

In the event the Contractor requests a price increase during the contract period (original contract period or contract renewal period, if applicable), the Contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the Contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The Contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.

b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers, exclusive of this contract, when use of such products is deemed in the best interest of MoDOT.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the four (4) below referenced attachments must be submitted to this office prior to any contract being awarded for this bid:

- Preference In Purchasing Products (sign and return with bid)
- Missouri Domestic Products Procurement Act (sign and return with bid)
- Missouri Service-Disabled Veteran Business Preference: (sign and return with bid if the Bidder is claiming this preference)
- Notice of Cooperative Procurement: (sign and return with bid

LIQUIDATED DAMAGES:

In the event the successful Contractor fails to deliver the item(s) 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. The bidder is directed to review the attached *Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions* for additional information on assessable liquidated damages applicable to this solicitation.

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PRICING PAGE

Page 1 of 5

(FIVE (5) pages that include six (6) items, an Additional Items Pricing Page & an Options Pricing Table)

Contract for furnishing "**Vertical Polyethylene Liquid Storage Tanks**" for a **contract period beginning March 1, 2011 through February 29, 2012.** PLEASE COMPLETE, *SIGN BELOW WHERE INDICATED ON EACH PRICING PAGE*, AND SUBMIT WITH YOUR SIGNED BID FORM AND OTHER REQUIRED DOCUMENTATION.

RENEWAL PERIOD: MoDOT reserves the option for contract renewal of three, one year renewals, or any portion therein, upon mutual consideration by both parties. The bidder shall provide below the maximum percentage of increase for the renewal period. The percentage shall be computed against the **current contract price** during the renewal period. *If renewal percentage is not provided*, the prices during renewal periods will be the same as during the current contract period.

First Renewal Period	_____ % of maximum increase
Second Renewal Period	_____ % of maximum increase
Third Renewal Period	_____ % of maximum increase

AWARD: This bid will be a 'Multiple Award' bid where no one bidder is the apparent low bid. MoDOT personnel will use these prices in their selection to determine the best price based on their location. Listed prices shall include cost of 'Liquid Storage Tank' only. A shipping price of F.O.B. District(s) is required and must include shipping to any maintenance shed within each of the Districts as noted on Attachment A "District Shipping Points".

NOTE:

- The tank sizes that are bid must meet the listed Minimums and Maximums of the sizes specified. Quantities are based on orders placed at one time and not accumulative.
- ** Multiple tank orders will use the 'Full Truck Load' ship price for delivery to each of the Maintenance Sheds located in a District's territory. **

INSPECTION: A final inspection of each tank will be conducted to determine the compliance with specifications.

Name of the Bidders Firm: _____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

PRICING PAGE 2 of 5

ITEM 1

Size in Gallons	**2,000 to 2,250 Gallons** *Shall not exceed 8' foot height*		
Ordered Quantities	1 tank	2 to 5 tanks	6 or more
Price of Tank	$	$	$

Shipping Costs

District	1	2	3	4	5 Jefferson City	6	7	8	9	10
Price by Location	$	$	$	$	$	$	$	$	$	$
From Plant Location:										

Model #: _____ Height: _____ Diameter: _____

# of Gallons: _____ Delivery Time: Number of Calendar Days ARO: _____

ITEM 2

Size in Gallons	**3,000 to 3,200 Gallons** *Shall not exceed 12' foot height*		
Ordered Quantities	1 tank	2 to 5 tanks	6 or more
Price of Tank	$	$	$

Shipping Costs

District	1	2	3	4	5 Jefferson City	6	7	8	9	10
Price by Location	$	$	$	$	$	$	$	$	$	$
From Plant Location:										

Model #: _____ Height: _____ Diameter: _____

# of Gallons: _____ Delivery Time: Number of Calendar Days ARO: _____

Name of the Bidders Firm: _____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

PRICING PAGE 3 of 5

ITEM 3

Size in Gallons	**4,000 to 4,250 Gallons** *Shall not exceed 8'5" foot height*		
Ordered Quantities	1 tank	2 to 5 tanks	6 or more
Price of Tank	$	$	$

Shipping Costs

District	1	2	3	4	5 Jefferson City	6	7	8	9	10
Price by Location	$	$	$	$	$	$	$	$	$	$
From Plant Location:										

Model #: _____ Height: _____ Diameter: _____

# of Gallons: _____ Delivery Time: Number of Calendar Days ARO: _____

ITEM 4

Size in Gallons	**6,000 to 6,200 Gallons** *Shall not exceed 12' 6" foot height*		
Ordered Quantities	1 tank	2 to 5 tanks	6 or more
Price of Tank	$	$	$

Shipping Costs

District	1	2	3	4	5 Jefferson City	6	7	8	9	10
Price by Location	$	$	$	$	$	$	$	$	$	$
From Plant Location:										

Model #: _____ Height: _____ Diameter: _____

# of Gallons: _____ Delivery Time: Number of Calendar Days ARO: _____

Name of the Bidders Firm: _____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

PRICING PAGE 4 of 5

ITEM 5

Size in Gallons	**8,000 to 8,750 Gallons** *Shall not exceed 12' foot height*		
Ordered Quantities	1 tank	2 to 5 tanks	6 or more
Price of Tank	$	$	$

Shipping Costs

District	1	2	3	4	5 Jefferson City	6	7	8	9	10
Price by Location	$	$	$	$	$	$	$	$	$	$
From Plant Location:										

Model #: _____ Height: _____ Diameter: _____

# of Gallons: _____ Delivery Time: Number of Calendar Days ARO: _____

ITEM 6

Size in Gallons	**10,000 to 10,500 Gallons** *Shall not exceed 15' foot height*		
Ordered Quantities	1 tank	2 to 5 tanks	6 or more
Price of Tank	$	$	$

Shipping Costs

District	1	2	3	4	5 Jefferson City	6	7	8	9	10
Price by Location	$	$	$	$	$	$	$	$	$	$
From Plant Location:										

Model #: _____ Height: _____ Diameter: _____

# of Gallons: _____ Delivery Time: Number of Calendar Days ARO: _____

Name of the Bidders Firm: _____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

PRICING PAGE 5 of 5

ADDITIONAL PRICING - SHIPPING

A '*Full Truck Load*' **ship price** to F.O.B. Destination District (see map) from Plant location is:

***Multiple tank orders will use the 'Full Truck Load' ship price for delivery to each of the Maintenance Sheds located in a District's territory. ***

District	1	2	3	4	5 Jefferson City	6	7	8	9	10
Price by Location	$	$	$	$	$	$	$	$	$	$
From Plant Location:										

A '*Wide Full Truck Load*' **ship price** F.O.B. Destination District (see map) from Plant location is:

District	1	2	3	4	5 Jefferson City	6	7	8	9	10
Price by Location	$	$	$	$	$	$	$	$	$	$
From Plant Location:										

NOTE ON ADDITIONAL PLANT LOCATIONS: ***If a Supplier has more than one Plant location that product(s) can be shipped from, please make copies of the pricing pages and submit with your bid as alternate pricing.***

OPTIONS PRICING TABLE

	PRICE	PART #
1.) Attachable Ladder	$_____	_____
2.) Fill Line Support Pipe	$_____	_____
3.) _____	$_____	_____
4.) _____	$_____	_____
5.) _____	$_____	_____

Name of the Bidders Firm: _____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

ATTACHMENT A

DISTRICT SHIPPING POINTS

All prices must include completed delivery to any of the below listed delivery destinations.

Missouri Department of Transportation
District 1 Garage
3602 N. Belt Highway
St. Joseph, Missouri 64502
Maint & Traffic Eng, **Koelle Barbour**
816-387-2446

Missouri Department of Transportation
District 2 Garage
902 N. Missouri St.
Macon, Missouri 63552
General Services Manager, **Joseph Hinton**
660-385-8240

Missouri Department of Transportation
District 3 Garage
Highway 61 South
Hannibal, Missouri 63401
General Services Manager, **Darrell Barnes**
573-248-2590

Missouri Department of Transportation
District 4 Garage
2050 N.E. Independence
Lee Summit Missouri 64064
General Services Manager, **Cindy Beebe**
816-622-0053

Missouri Department of Transportation
District 5 Garage
1511 Missouri Blvd
Jefferson City, Missouri 65101
General Services Manager, **Coleen Welter**
573-751-3660

Missouri Department of Transportation
General Services Complex
830 MoDOT Drive
Jefferson City, Missouri 65101
Mechanic Supervisor**, Kenny Terry**
573-751-8752

Missouri Department of Transportation
District 6 Garage
2309 Barrett Station Rd.
Ballwin, Missouri 63021
General Services Manager, **Robert Zahner**
314-301-1422

Missouri Department of Transportation
District 7 Garage
3901 East 32nd Street
Joplin, Missouri 64804
General Services Manager, **John Sinclair**
417-629-3220

Missouri Department of Transportation
District 8 Garage
3025 E. Kearney
Springfield, Missouri 65804
General Services Manager, **Brad Leonard**
417-895-7700

Missouri Department of Transportation
District 9 Garage
3956 East Main
Willow Springs, Missouri 65793
General Services Manager, **Jacky Traw**
417-469-9041

Missouri Department of Transportation
District 10 Garage
201 N. Main
Sikeston, Missouri 63801
General Services Manager, **Ronald Miller**
573-472-5318

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 <u>ALL</u> 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:

_____

_____

_____

_____

_____

<u>THIS SECTION MUST BE COMPLETED AND SIGNED:</u>

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.

Name of the Bidders Firm: _____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

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:

_____

[ ] 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.

n (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 me the contract specifications. Items (or item numbers): _____

_____

[ ] 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):

_____

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 if 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.

Name of the Bidders Firm: _____

_____ _____

Name & Signature of Contractor's Authorized Representative **Date Signed**

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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.

If an Offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in Missouri statute and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the Offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the Offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the Offeror was in, stating that the Offeror has a service-connected disability rating ranging from 0 to 100% disability; and

b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the Offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in Missouri statute and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

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

NOTICE OF COOPERATIVE PROCUREMENT

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

Each Bidder is asked to indicate below whether they would be willing to offer the commodities/services 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 commodities/services 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 _____

POLYETHYLENE LIQUID STORAGE TANKS MGS 93-02E

1.0 DESCRIPTION. These specifications cover the requirements for polyethylene liquid storage tanks.

2.0 MATERIALS.

2.1 The tank shall be a standard 1.9 specific gravity, seamless, vertical cylindrical, flat bottomed, dome topped with a minimum 24 inch vented manway and a 4 inch PVC U-type vent pipe installed.

2.2 The tank shall have molded-in lift lugs.

2.3 The tank shall have molded-in UBC 110 mile per hour tie downs or restraint system. Any surface of the tank that comes into contact with metal cable or other portions of the restraint assembly must have protective sleeves designed to prevent additional wear on the tank.

2.4 The tank shall be translucent white in color.

2.5 The tank shall have one 3-inch diameter PVC outlet with flanged fittings with female threads, and bolt heads encapsulated in Type II polyethylene material. The outlet shall be located approximately 7 to 9 inches from the bottom of the tank.

2.6 The tank shall have one 3-inch diameter top fill PVC inlet, with double flanged fitting and female threads; bolt heads encapsulated in Type II polyethylene material, and a provided male threaded cap.

2.7 All gaskets shall be Viton. Neoprene will not be allowed.

2.8 Molding powder used to manufacture the tank shall be ASTM D-1998-06 high-density linear polyethylene with a density between 0.942 and 0.948 g/cc, containing 0.25 to 0.50 percent UV stabilizer. The molding powder shall not contain any fillers.

2.9 The sidewall of the tank shall be marked in a durable, weather resistant manner in 1000-gallon increments, preferably molded-in markings.

2.10 The finished surface of the tank shall be as free as commercially practical from visual defects such as foreign inclusions, air bubbles, pin holes, and craters. All cut edges shall be trimmed to have smooth edges. The tanks shall exhibit good workmanship in all respects.

2.11 All bolts and nuts shall be stainless steel.

3.0 WARRANTY. The tank shall be warranted for three years in regards to defects in material and workmanship.

4.0 BIDDER REQUIREMENTS. The bidder shall furnish, with the bid, the tank manufacturer's name, descriptive literature containing specifications which the tanks are manufactured to, quality control documentation, and catalog number if applicable.

5.0 CERTIFICATION.

5.1 The supplier shall furnish to the General Services Division, Missouri Department of Transportation, P.O. Box 270, Jefferson City, Missouri 65102, at the time of bid, a certification stating that the tanks comply with the requirements of these specifications. The certification shall include the name of the molding powder used in the manufacture of the tanks furnished.

5.2 With response to each request for bid, the supplier shall furnish a signed certification stating that the tank delivered under the bid will meet all requirements of this specification. The signed certification statement shall be as follows:

> This certifies that the tank shipment made by this company, under this bid will comply with MoDOT specification MGS 93-02 for Polethylene tanks.
>
> Signature:_____

STANDARD SOLICITATION PROVISIONS

a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.

b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.

d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.

e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.

f. **For bids/proposals of $25,000** or more, no bids/proposals by telephone, telegram or telefax will be accepted.

g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

a. 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.

b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

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

b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

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

Executive Order

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

1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.

2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents**. Applies if bid is Twenty-Five Thousand Dollars ($25,000.00) or more.**

c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.

d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

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

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

Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

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

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

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.

Indemnification

a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Required Specifications

a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification **MGS 93-02E** and any other provisions outlined in the solicitation documents.

Failure to Execute Contract

a. Failure to execute the contract within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award. 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.

Delivery – Additional Requirements

a. The Contractor shall notify the Missouri Department of Transportation at least 24 hours before any product is delivered.

   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 item(s) are delivered.

   3) No item(s) will be accepted that have been delivered in the absence of the department's representative.

b. No deliveries will be made on **Saturdays, Sundays and State holidays** unless specifically authorized by the department's representative.

c. The following days shall be construed as **official holidays** under the terms of the contract:

January l	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.**

Cancellation of Contract

a. If the Contractor/supplier fails 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 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, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract, to arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier 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 item(s) 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.