

**BID FORM** MISSOURI DEPARTMENT OF TRANSPORTATION  
 PROCUREMENT DIVISION  
 P.O. BOX 220  
 WILLOW SPRINGS, MO 65793

REQUEST NO.	SEWS12-1990-R9
DATE	July 23, 2012
PAGE NO.	1 NO. OF PAGES 8

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

10:00 AM CST, July 31, 2012

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 attachment

for destinations.

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

BUYER: Carmella Green

BUYER TELEPHONE: 417-469-6253

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Annual contract for propane beginning August 3, 2012 and ending August 2, 2013.</p> <p>This bid is to establish a fixed price contract on all subsequent orders that will be placed on an as needed if needed basis. See Scope of Work.</p> <p>See attachments for locations and quantities. <b><u>Quantities are estimated and may be increased or decreased as needed.</u></b></p>					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above invitation 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 \_\_\_\_\_ days after receipt of formal purchase order.*

Date: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 Federal I.D. No. \_\_\_\_\_  
 Email: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 By (Signature): \_\_\_\_\_  
 Type/Print Name \_\_\_\_\_  
 Title: \_\_\_\_\_

**SCOPE OF WORK:**

Propane prices submitted with this RFB must be firm for the entire contract period. Contract period will begin August 3, 2012 and end August 2, 2013. The unit prices bid must be F.O.B. to the destinations listed in attachments. The unit price per gallon must include all freight, handling, and delivery costs and should not be listed as a separate item on any invoices.

The contractor shall provide propane on an as needed, if needed basis for the Missouri Department of Transportation in accordance with the provisions and requirements stated herein.

MoDOT estimates, but does not guarantee, that the estimated quantities specified herein may be required/purchased. MoDOT reserves the right to increase or decrease the estimated quantity.

MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.

Deliveries shall be made during normal working hours. **An invoice/ticket must be left at the time of delivery and must include delivery information on the ticket. If there is more than one tank on the account a tank number must be indicated on the ticket. Separate accounts must be set up for each location.** Each location will be responsible for their invoices. No propane will be received on Saturday, Sunday or state holidays. Deliveries requested during emergencies must be supplied within 24 hours.

**BIDDING:**

All responses to the Request for Bid must be submitted on the forms supplied in this bid packet and all pages must be returned in a sealed envelope, with the bid number plainly marked on the exterior of the envelope or on the mailing label to the Buyer listed on the RFB at the district mailing address shown. A signed RFB must be returned with the bid. Failure to do so could result in a rejected bid for non-compliance.

Submit net bid, as cash discount stipulations will not be considered in making the award.

**AWARD:**

Award will be made on a "Line Item" basis using the "lowest and best" principle of award. The awarded vendor shall supply Material Safety Data Sheets to the MoDOT supervisor at each location.

**MoDOT will sign no other agreement or contract.**

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## VENDOR INFORMATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

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

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

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

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

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

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

## PREFERENCE CERTIFICATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business





# MISSOURI DEPARTMENT OF TRANSPORTATION

## Facility Address / Physical Location Cross-Reference Listing

Facility	County	Address	Location
Alton	Oregon	Rt. 1, Box 1822, Alton, MO 65606	Rt. 160 1 Mile East of Rt. 19
Ava	Douglas	Rt. 3, Box 23B, Ava, MO 65608	Rt. 5, ½ mile S. of Rt. 14
Bellevue	Iron	HC 63, Box 1120, Bellevue, MO 63623	Jct. 21 & Rt. O
Bunker	Dent	Route 2, Box 124C, Bunker, MO 63629	Rt. A 0.4 Mile West of Rt. 72
Centerville	Reynolds	Route 1, Box 99, Lesterville, MO 63654	Rt. 21 at Rt. N
Doniphan	Ripley	Rt. 3, Box 2277, Doniphan, MO 63935	Rt. 21 at Rt. 160 East Junction
Dora	Ozark	Box 3830, Dora, MO 65637	Rt. 181, 2/10 mile North of Rt. H
Ellington	Reynolds	Rt. 4, Box 800, Ellington, MO 63638	Rt. 21 0.2 mile North of Rt. 106
Ellsinore	Carter	Rt. 2, Box 2198, Ellsinore, MO 63937	Rt. 60 at Rt. 21 East Junction
Fredericktown	Madison	1001 Madison 200, Fredericktown, MO 62645	Rt. 67, 1 Mile S of Rt. E
Gainesville	Ozark	Rt. 1, Box 1C, Gainesville, MO 65655	Rt. MM, 500 feet West of Rt. 5
Hartville	Wright	5804 Highway 5, Hartville, MO 65667	Rt. 5, ½ Mile North of Rt. Z
Houston RC	Texas	1540 North Hwy. 63, Houston, MO 65793	1 Mile North of Houston on Rt. 63
Houston	Texas	1540 North Hwy. 63, Houston, MO 65793	1 Mile North of Houston on Rt. 63
Mt. Grove	Wright	8675 Old Hwy 60, Mt. Grove, MO 65711	Old Rt. 60, 4/10 mile W of Bus 60
Ste. Genevieve	Ste. Genevieve	17651 Hwy 32 Ste. Genevieve, MO 63670	Rt. 32, 0.5 Mile West of I55
Summersville	Texas	235 S. Hwy 17, Summersville, MO 65571	Rt. 17 0.3 Mile South of Rt. 106
Van Buren	Carter	HCR 1 Box 99, Van Buren, MO 63965	Rt. 60 approx. 2 mi. East of Rt. 63
West Plains	Howell	1287 CR 8690, West Plains, MO 65775	63 Bypass 0.4 Mile South of Rt. ZZ
WS Striping	Howell	3952 E. Main, Willow Springs, MO 65793	Rt. 60 0.4 Mile E of Rt. 60/63 So.
Winona	Shannon	106 Industrial Drive, Winona, MO 65588	Rt. 19 - 1 Mile North of Rt. 60
Com. Trailer	Howell	3956 E. Main, Willow Springs, MO 65793	General Services Building

# MISSOURI DEPARTMENT OF TRANSPORTATION

## Bid Sheet

Facility	Total Gallons	Bid Price Per Gallon	List the servicing propane plant & phone number (Example XYZ Propane Co. – Any Town, 660-555-1234)
Alton	1500		
Ava	3000		
Belleview	4000		
Bunker	1000		
Centerville	2000		
Doniphan	1500		
Dora	1000		
Ellington	3000		
Ellsinore	1000		
Fredericktown	1500		
Gainesville	2500		
Hartville	1000		
Houston	5000		
Houston (Roadside Crew)	2000		
Mountain Grove	3000		
Ste. Genevieve	1500		
Summersville	1500		
Van Buren	1500		
West Plains	4000		
WS Striping	2500		
Winona	2000		
Communications Trailer	150		
Willow Springs			

## STANDARD SOLICITATION PROVISIONS

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

## GENERAL TERMS AND CONDITIONS

### Definitions

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

### Nondiscrimination

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

### Contract/Purchase Order

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

### Applicable Laws and Regulations

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

### Executive Order

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

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

### Preferences

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

### Cancellation of Contract

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

### **Bankruptcy or Insolvency**

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

### **Warranty**

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

### **Status of Independent Contractor**

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

### **Non-Waiver**

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

### **Indemnification**

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

## **SPECIAL TERMS AND CONDITIONS**

### **Tax Exempt Status:**

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

### **Insurance:**

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

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

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

### **Prohibition Of Employment Of Unauthorized Aliens:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document.