



**MISSOURI DEPARTMENT OF TRANSPORTATION  
 BID GUIDELINES AND DOCUMENTATION**

**THIS IS NOT AN ORDER**

**REQUEST FOR BID**

**\*\*\*THIS DOCUMENT MUST BE RETURNED AS A SEALED BID\*\*\***

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: SEPTEMBER 19, 2011	<b>BID DUE BY (DATE AND TIME):</b> OCTOBER 3, 2011 BY 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
<b>CONTRACT PERIOD:</b>  <b>DATE OF AWARD THROUGH MARCH 31, 2012</b>	<b>BID #: KC-B11-006</b> THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. <b>***SEALED BID***</b>	BUYER NAME:  TONI TERRY 816-347-4112
District Mailing Address: Missouri Department of Transportation Procurement Division 600 NE Colbern Road Lee's Summit, MO 64086		Delivery Locations:  REFER TO ATTACHMENT - FACILITY ADDRESS/LOCATION LIST

County	Facility	Estimated Gallons	Bid Price Per Gallon	Servicing Propane Plant and Phone Number
Cass	Belton	5,800		
Cass	Harrisonville	6,000		
Cass	Pleasant Hill**	4,500		
Clay	Chouteau	5,500		
Jackson	Roadsides**	500		
Johnson	Warrensburg	10,000		
Johnson	Warrensburg Striping	1,000		
Lafayette	Lexington**	4,200		
Lafayette	Odessa	4,500		
Platte	Platte City	3,960		
Platte	Nashua	5,500		
Platte	Nashua RE Office	725		
Platte	Dearborn Rest Area	3,000		
Ray	Richmond	5,735		
Pettis	Hughesville**	1,000		

**\*\*Note:** These buildings are scheduled to be closed by October 31, 2011.

**REFER TO ATTACHMENT FOR FURTHER DETAILS.**

VENDOR NAME:	
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**Notification of award will be at the time the tabulation is posted to the Internet.  
It is the sole responsibility for all bidders to check the website for bid results.**

**Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.**

**VENDOR NOTES**

**All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed at the District mailing address shown.**



**SCOPE OF WORK:**

Propane prices submitted with this Request for Bid must be FIRM for the entire contract period (Date of Award through March 31, 2012). The quantities listed above are ESTIMATES ONLY for the contract period. Actual order quantities may vary. MoDOT reserves the right to increase or decrease these quantities during the contract period.

The awarded vendor will be required to monitor propane usage and top off tanks on an as-needed basis, unless other arrangements are made with the MoDOT supervisor who is responsible for the tank at a specific location.

The awarded vendor shall supply Material Safety Data Sheets to the MoDOT supervisor at each location. MoDOT owns their own tanks and are only interested in the purchase of propane.

The unit prices are to be bid F.O.B. Destination. The unit price per gallon must include all freight / handling / delivery costs and should not be listed as a separate item on any invoices. The Missouri Department of Transportation is exempt from Missouri State Sales Tax and Federal Excise Tax. Do Not include taxes in the bid amount.

**AWARD:**

Award of this bid will be made on an "Item By Item" basis using the "lowest and best" principle of award.

**FACILITY ADDRESS / LOCATION CROSS-REFERENCE LISTING:**

Facility	County	Address	Location
Belton	Cass	17321 S. Peculiar Drive, Belton, MO 64012	Rt. 71 – west outer road
Harrisonville	Cass	27821 S. State Rt. 7, Harrisonville, MO 64701	Rt. 7 – 2 miles south of Rt. 71
Pleasant Hill**	Cass	1109 Rt. VV, Pleasant Hill, MO 64080	Rt. VV – 3/8 mile east of Rt. 7
Chouteau	Clay	3500 Chouteau Trway, Kansas City, MO 64117	Rt. 269 – north of Chouteau Bridge
Roadsides**	Jackson	5117 E. 31 <sup>st</sup> Street, Kansas City, MO 64128	31 <sup>st</sup> & Van Brunt
Warrensburg	Johnson	8 NE 375, Warrensburg, MO 64093	Rt. 13 – north of Jct. Rts, 13 & 50
Warrensburg Striping	Johnson	10 NE 375, Warrensburg, MO 64093	Rt. 13 – north of Jct. Rts, 13 & 50
Lexington**	Lafayette	11618 Hwy 24, Lexington, MO 64067	Rt. 24 – west of Rt. 13
Odessa	Lafayette	7353 Outer Road, Odessa, MO 64076	Rt. I-70 & 131 – northwest outer road
Platte City	Platte	16105 Elm Grove Rd., Platte City, MO 64079	East of I-29 & 371
Nashua	Platte	1910 N Cookingham Dr., KCMO 64155	I-435 & Cookingham Drive
Nashua RE	Platte	1900 N Cookingham Dr., KCMO 64155	I-435 & Cookingham Drive
Dearborn RA	Platte	21205 Camden Point, Platte City, MO 64079	I-29 – 4 miles north of 273
Richmond	Ray	42896 Old Hwy 10, Richmond, MO 64085	Rt. 10 – 2 miles east of city limits
Hughesville**	Pettis	Rt. 65 at Rt. D, Hughesville, MO 65334	

**All responses to this Request for Bid must be submitted on this form and all pages must be returned in a SEALED ENVELOPE, with the bid number plainly marked on the envelope, to the Buyer listed above at the District mailing address shown. Failure to do so could result in a rejected bid for non-compliance.**

**\*\* Note: These buildings are scheduled to be closed by October 31, 2011.**

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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

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

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

**Preferences**

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

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

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

**SPECIAL TERMS AND CONDITIONS**

**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.