



MISSOURI DEPARTMENT OF TRANSPORTATION
SOUTHWEST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION
FORMAL SEALED BIDS
REQUEST FOR BID - PROPANE

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: OCTOBER 5, 2011	RESPONSES DUE NO LATER THAN: OCTOBER 22, 2012 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE DELIVERED OR COMPLETED BY: DATE OF AWARD THROUGH JUNE 28, 2013	REQUEST # SW-13-021AM THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: ANDY MCNEILL, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: 417-895-7645 FAX NUMBER: 417-895-6704
D8 Address: No RFB RESPONSES ACCEPTED BY FAX Missouri Department of Transportation Southwest District General Services (Procurement) Division 3025 E. Kearney Springfield MO 65803		Delivery Location(s): Various Locations throughout the Southwest District. <i>Refer to locations listed below and location cross-reference listing on page 3.</i>

SUBMIT BID PRICING FOR EACH FACILITY YOU ARE INTERESTED IN SERVICING

County	Location	Estimated Gallons of Propane	Bid Price Per Gallon
Barry	Cassville	1000	
Barry	Monett	3500	
Bates	Butler	4000	
Bates	Rich Hill* (Will call only)	250	
Benton	Cole Camp	6000	
Benton	Warsaw	5000	
Cedar	El Dorado Springs	3500	
Cedar	Stockton	3500	
Dade	Greenfield	3500	
Dallas	Buffalo (includes old project office and new mechanics building)	2500	
Greene	Republic	3500	
Greene	Springfield Lube Center	1500	
Greene	District Office Backup generator tank (Will call only)	200	
Greene	Strafford	1000	
Greene	Fairgrove* (Will call only)	250	
Hickory	Preston	2000	
Hickory	Wheatland* (Will call only)	250	
Henry	Clinton (includes Project Office)	2500	
Henry	Urich* (Will call only)	250	
Jasper	Sarcoixie* (Will call only)	250	
Lawrence	Mt. Vernon	2000	
McDonald	Anderson	4500	
McDonald	Longview* (Will call only)	250	

County	Location	Estimated Gallons of Propane	Bid Price Per Gallon
Polk	Bolivar	3000	
Polk	Humansville* (Will call only)	250	
St. Clair	Appleton City* (Will call only)	250	
Stone	Galena	2000	
Stone	Lampe	2000	
Taney	Branson Maintenance/ Project Office	5000	
Taney	Bradleyville	2000	
Vernon	Nevada	4000	
Webster	Marshfield	3500	
Webster	Conway Welcome Center East Bound Side	1000	
Webster	Conway Welcome Center West Bound Side (includes treatment plant backup generator tank)	1000	
Webster	Seymour	2000	

SCOPE OF WORK

Pricing

Pricing submitted with this Request for Bid (RFB) must remain firm for the entire contract period from date of Award, through June 28, 2013.

The quantities listed above are **ESTIMATES ONLY** for the contract period. Actual order quantities may vary. MoDOT reserves the right to increase or decrease the above quantities during the contract period.

Delivery

All locations marked with an asterisk and noted **(Will call only)** are on a scheduled list to be closed sometime in the future. Deliveries made on a scheduled route for these locations may not be allowed. In addition, pre season fill up of tanks may be limited in some locations and are subject to MoDOT approval to fill existing tanks.

Any location marked with an asterisk and noted **(Will call only)** shall only receive delivery upon prior MoDOT approval.

Contact information will be provided upon award.

Invoicing

All invoices should note the building location for each delivery and mailed to the following.

Missouri Department of Transportation, Southwest District
3025 E. Kearney
Springfield, Missouri 65803

or emailed to : SWInvoices@modot.mo.gov

General Information

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

The awarded vendor shall supply Material Safety Data Sheets (MSDS) to the MoDOT supervisor at each location and shall be responsible for maintaining the tank in a safe condition according to industry standards and regulator requirements. (i.e. as needed, if needed regulator checks, pressure testing, etc.)

Bid Submission

All bids must be received in a sealed envelope clearly marked **"SW-13-021AM Propane"**. Bids received via email or fax **will not be accepted**.

Award

Award of this quote will be made on a "Location By Location basis using the "lowest and responsive" principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for tabulation/award results.

FACILITY ADDRESS/LOCATION CROSS-REFERENCE LISTING:

County	Facility	Address	Location
Barry	Cassville	Route 1, Box 1980 – Cassville, MO. 65625	Rt. 37, 2 Mi s/o Rt. 76
Barry	Monett	Route 2, Box 164AA – Monett, MO 65708	3.5 mi. w/o Rt. 37 on Rt. 60
Bates	Butler	Box 223 – Butler, MO 64730	Rt. 52, 2mi. w/o of Rt 71
Bates	Rich Hill	P.O. Box 30, Route 2 – Rich Hill, MO 64779	n/o Rt. A ¼ mi. west of Rt. 71
Benton	Cole Camp	820 E. Main St. Cole Camp, MO 65325	
Benton	Warsaw	1551 E. Main St. – Warsaw, MO 65355	
Cedar	El Dorado Springs	RR2, Box 120 – El Dorado Springs, MO 64744	Rt. 54, 1 mi. e/o Rt. 32
Cedar	Stockton	13998 W. Hwy 32 – Stockton, MO 65785	Rt. 32, ½ mi. w/o Rt. 39
Dade	Greenfield	Route 2, Box 38B – Greenfield, MO 65661	Rt. 39, ¾ mi. n/o Rt. 160
Dallas	Buffalo Maintenance	1732 N. Ash Street - Buffalo, MO 65622	Hwy 65, 1 mile north of Rt. 32
Greene	Fair Grove	4625 Shelby Road - Fair Grove MO 65648	1.5 Miles w/o Rt. 65
Greene	Republic	1925 S. State Highway N - Springfield MO 65802	Rt. N, ½ mile s/o I-44
Greene	Springfield Lube Center District Office backup generator	3025 E. Kearney - Springfield MO 65803	¼ Mile west of U.S. 65 on Kearney
Greene	Strafford	1401 W. Old Route 66 - Strafford MO 65757	6 Miles east of U.S. 65 on OO
Hickory	Preston	Box 124, Route 1 - Preston, MO 65732	Rt. 54, ¼ mile e/o U.S. 65
Hickory	Wheatland	Route 3, Box 3285 - Wheatland, MO 65779	Rt. 54, 1 mile e/o Rt. 83
Henry	Clinton	1047 Gaines Drive – Clinton, MO 64735	
Henry	Urich	726 NW 1271 Rd. – Urich, MO 64788	
Jasper	Sarcoxie	1617 High Street – Sarcoxie, MO 64865	Rt. 37 at I-44 Loop
Lawrence	Mt. Vernon	1001 Spring Park Blvd. – Mt. Vernon, MO 65712	Rt. 39 at I-44 Loop
McDonald	Anderson	5511 State Hwy 59 – Anderson, MO 64831	
Polk	Bolivar	2816 W. Broadway - Bolivar MO. 65613	Rt. 32, ½ mile e/o Rt. 13
Polk	Humansville	300 N. Cypress - Humansville MO. 65674	Rt. 123, ¼ mile n/o Rt. V
Stone	Galena	1880 State Hwy 248 - West, Galena MO. 65656	Rt. 248, 2 miles w/o Rt. 13
Stone	Lampe	1063 West Highway 86 - Lampe MO 65681	Rt. 86, 1 Mile w/o Rt. 13
Taney	Bradleyville	20907 E. Highway 76 - Taneyville MO 65759	Rt. 76, 4.5 miles e/o Rt. AA
Taney	Branson	275 S. W. Outer Road - Branson MO. 65616	.2 Mile w/o Jct. Rt. 65/465
Vernon	Nevada	601 W. Outer Rd, No., - Nevada, MO 64772	
Webster	Marshfield	331 Pin Oak Loop - Marshfield, MO 65706	Rt. 38, 1.6 mile n/o I-44
Webster	Conway Welcome Center East Bound	110619 I-44 Welcome Center Conway, MO 65632	I-44, East Bound mile marker 111.0
Webster	Conway Welcome Center West Bound	110620 I-44 Welcome Center Conway, MO 65632	I-44, West Bound mile marker 111.0
Webster	Seymour	500 State Highway C - Seymour, MO 65746	Rt. C, ¼ mile n/o Rt. 60

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.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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

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

Preferences

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

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.

Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

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.

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 workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It may be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- b. 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**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.