

**BID FORM**

**PEMISCOT COUNTY PORT AUTHORITY**  
**2353 North State Hwy D.**  
**HAYTI, MO 63851**

REQUEST NO. 1
DATE: May 10, 2022

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

**1:30 PM Central Time, June 1, 2022**

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

**BIDS TO BE BASED F.O.B. PEMISCOT COUNTY PORT AUTHORITY**

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destination

Pemiscot County Port Authority  
77 Stevens Ave. Hayti, MO 63851

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	<b>John E. Ferguson, II</b>	<b>BUYER TELEPHONE:</b>	<b>573-333-4125</b>
	<b>Pemiscot County Port Authority</b>	<b>BUYER EMAIL:</b>	<b>john@pemiscotport.com</b>

**SUPPLIES OR SERVICES**

This Request for Bid (RFB) is to establish a contract to **provide rail materials as specified in Section 2**, herein with a contract period of thirty (30) days from Notice to Proceed.

**\*\*\*NOTE:** It is the responsibility of the Bidder to access PCPA's website ([www.pemiscotport.com](http://www.pemiscotport.com)) in order to obtain any and all addenda(s) issued during the course of this RFB Process.

**All questions regarding this RFB shall be submitted to John Ferguson II.**

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

<b>Date:</b>	_____	<b>Firm Name:</b>	_____
<b>Telephone No.:</b>	_____	<b>Address:</b>	_____
<b>Fax No.:</b>	_____		_____
<b>Email Address:</b>	_____	<b>By (Signature):</b>	_____
	_____	<b>Type/Print Name:</b>	_____
		<b>Title:</b>	_____

## 1. Introduction

- a. The Bidder shall **provide rail materials as specified in Section 2**, herein to the Pemiscot County Port Authority (PCPA) hereinafter referred to as "PCPA" in accordance with the provisions and requirements stated herein.
- b. Unless otherwise noted, the Bidder shall furnish all material, labor, facilities, equipment and supplies necessary to provide the material required herein.
- c. The contract period shall be from Notice to Proceed and delivered within thirty (30) days after Notice to Proceed.

## 2. Products

- a. RAIL MATERIALS
  - i. The rail materials specified below shall meet AREMA Standards.
- b. Rail Materials:
  - i. Furnish, Deliver and Stockpile ten thousand track feet (10,000TF) of 115lb or greater Number 1 Relay Rail.
  - ii. Furnish, Deliver and Stockpile a sufficient quantity of Double Shoulder, Minimum 6-hole, 13-inch Tie Plates with base to match the 10,000 proposed track feet of rail.
  - iii. Furnish, Deliver, and Stockpile matching Joint Bars in sufficient quantity to place the 10,000 proposed track feet in service.
  - iv. Furnish, Deliver, and Stockpile a sufficient quantity of 1 X 6-inch Track Bolts, Nuts and Washers to place the 10,000 proposed track feet in service.
  - v. Furnish, Deliver, and Stockpile the appropriate size and quantity of Anchors to place the 10,000 proposed track feet in service.
- c. Delivery
  - i. The Bidder shall deliver material and components specified herein to Pemiscot County Port, 77 Stevens Ave., Hayti, MO 63851.
  - ii. The starting date is upon receipt of Notice to Proceed and the completion date for the delivery of the materials and components shall be thirty (30) days from Notice to Proceed.
  - iii. If the date the purchase order is issued is less than 15 days from the completion date, the Bidder shall be given an extension for delivery. The Bidder shall be given at a minimum 15 days to deliver upon issuance of a purchase order.
  - iv. All deliveries are to be made during normal working hours (7am-5pm) unless prior arrangements have been made with the PCPA office or John Ferguson II. Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the vendor or hauler and the PCPA.
  - v. Ordered materials and components not delivered by contract completion date(s) may be subject to cancellation by PCPA.

## 3. Liquidated Damages

- a. The Bidder shall agree and understand that providing **rail materials** in accordance with the requirements stated herein is considered critical to the efficient operations of PCPA. However, since the amount of actual damages would be difficult to establish in the event the Bidder fails to comply with the contractual requirements, the Bidder shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- b. In the event the Bidder fails to provide the specified services for **rail materials** in accordance with the contractual requirements specified herein, the Bidder shall be assessed liquidated damages in the amount of \$250.00 per day for each such delinquent day.

- c. The Bidder shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the Bidder or paid by the Bidder as a direct payment to the PCPA, at the sole discretion of the PCPA.
- d. The Bidder shall understand that the liquidated damages described herein shall not be construed as a penalty.
- e. The Bidder shall agree and understand that all assessments of liquidated damages shall be within the discretion of the PCPA and shall be in addition to, not in lieu of, the rights of the PCPA to pursue other appropriate remedies.

4. **Invoicing and Payment Requirements**

- a. The Bidder shall submit an itemized invoice to the PCPA address upon completion of delivery.
- b. The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of delivery and acceptance by PCPA.
- c. Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- d. PCPA is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Bidder may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder upon request.
- e. Unless otherwise provided herein, payment for all equipment, supplies, and/or services required herein shall be made in arrears. PCPA shall not make any advance deposits.
- f. PCPA assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to PCPA’s rejection and shall be returned at the Bidder’s expense.

5. **Bid Submission**

- a. All bids must be received in a sealed envelope clearly marked “**Rail Materials and Geotextile Fabric**”.
- b. All bids must be received at the physical address listed below by.

<i>Mailing Address</i>	<i>Physical Address</i>
Pemiscot County Port Authority Attn: John E. Ferguson, II Executive Director 2353 North State Highway D Hayti, MO 63851	<b>Same as Mailing Address</b>

6. **Pricing Pages –**

- a. The Bidder shall provide a firm, fixed price for providing the **rail materials** in accordance with the provisions and requirements specified herein. All costs associated with providing the **rail materials** required shall be included in the prices stated.

7. **Bid Guaranty/Contract Bond:**

- a. The following are guidelines for each bid guaranty and contract bond to be submitted by the bidder with the bids:
  - i. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Pemiscot County Port Authority for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Pemiscot County Port Authority" in an amount equal to One Hundred (100%) of the contract price.
  - ii. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

- iii. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- iv. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Port Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.
- v. Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest responsive bid.
- vi. Cost Determination – The low bid shall be determined by reviewing each line item separately.
- vii. Contract Award – The contract will be awarded to the lowest responsive Bidder determined as specified above.
- viii. Award of this bid will be made on an “Item-By-Item” basis after reviewing all options, and by using the lowest responsive bid, providing the prices are acceptable to the Port Commission.
- ix. In the event of tie low bids, the Port Commission reserves the right to establish the method to be used in determining the award.
- x. The Pemiscot County Port Authority reserves the right to reject any and all bids.

**8. Open Competition/Request for Bid Document**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise PCPA 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 the PCPA, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

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

**RAIL MATERIALS AND GEOTEXTILE FABRIC**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

\_\_\_\_\_ ,  
as Principal and \_\_\_\_\_, as Surety are held and firmly bound  
unto the **STATE OF MISSOURI** (acting by and through the **Pemiscot County Port Authority**) in the penal sum  
of:

\_\_\_\_\_ **Dollars**  
(\$ \_\_\_\_\_) to be paid to the **Pemiscot County Port Authority**, the Principal and Surety  
binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Pemiscot County Port Authority to provide Rail  
Materials as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Pemiscot County Port Authority shall accept the bid of the Principal and if said  
Principal shall properly execute and deliver to the Pemiscot County Port Authority the contract and contract bond  
in compliance with the requirements of the proposal, the specifications and the provisions of law, to the satisfaction  
of the Pemiscot County Port Authority, then this obligation shall be void and of no effect, otherwise to remain in  
full force and effect.

In the event the said Principal shall, in the judgment of the Pemiscot County Port Authority, fail to comply with  
any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Pemiscot  
County Port Authority shall immediately and forthwith be entitled to recover the full penal sum above set out,  
together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

\_\_\_\_\_  
Principal

By

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-Fact

*NOTE This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in  
the State of Missouri.*