

**BID FORM**

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

REQUEST NO.	5-140214KH
DATE	January 31, 2014

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

**February 14, 2014 at 2:00 PM, Local Time**

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

Various MoDOT Locations

<b>BUYER:</b>	Kristi Hixson, Sr. GS Specialist	<b>BUYER TELEPHONE:</b>	573-526-1975
<b>BUYER EMAIL:</b>	Kristi.Hixson@modot.mo.gov		

**SUPPLIES OR SERVICES**

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **Vertical Polyethylene Liquid Storage Tanks** for a contract period from date of award through February 28, 2015.

**\*\*\*NOTE:** It is the responsibility of the Bidder to access MoDOT's website 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 the RFB Coordinator/Contact.

(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 products 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>	_____

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

# 1. INTRODUCTION AND GENERAL INFORMATION

## 1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Vertical Polyethylene Liquid Storage Tanks** to various MoDOT locations with an effective contract period from date of award through February 28, 2015 to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than February 14, 2014, 2:00 p.m. Local Time.**

### **RFB COORDINATOR:**

**Missouri Department of Transportation  
General Services – Procurement  
Attn: Kristi Hixson**

**PO Box 270  
Jefferson City, MO 65102**

**Mailing Address**

**830 MoDOT Drive  
Jefferson City, MO 65109**

**Physical Address**

**PHONE: 573-526-1975**

## 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Vertical Polyethylene Liquid Storage Tanks as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Pages
  - 5) Vendor Information and Preference Certification Form
  - 6) Cooperative Agreement Notice
  - 7) MoDOT District Map
  - 8) MGS 93-02E
  - 9) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide Vertical Polyethylene Liquid Storage Tanks on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 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.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid unit prices will govern.

**2.2 Specific Requirements:** The Vertical Polyethylene Liquid Storage Tanks offered by the bidder must comply with the attached specifications for MGS 93-02F . A copy of the specification is attached to the bid documents for reference.

### 2.3 Delivery Requirements:

- 2.3.1 The contractor shall deliver Vertical Polyethylene Liquid Storage Tank(s), as specified herein, to various MoDOT locations throughout the state.
- 2.3.2 Deliveries must be within 45 – 60 days after receipt of order.
- 2.3.3 In the event the contractor does not expect to meet the contract delivery date and time requirements, the ordering district should be notified of the delay.

### 2.4 Invoicing and Payment Requirements:

- 2.4.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 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.
- 2.4.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor’s original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state’s **Vendor Payment**

**Website** to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.

- 2.4.4 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.
- 2.4.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.4.7 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.
- 2.4.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Contractual Requirements:**

- 2.5.1 **Contract Period** - The contract shall commence from the date of Notice of Award until February 28, 2015 with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
  - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.5.3 **Escalation Clause** - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, 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.

2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- 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.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**Vertical Polyethylene Liquid Storage Tanks**”.

3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.

3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

#### 3.1.4 Open Competition / Request For Bid Document:

- a. 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 five (5) working days prior to the official bid opening date.
- b. 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 five (5) working days prior to the RFB opening date may not be answered.

- c. 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.
  - d. 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.
- 3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.6 Contract Award: The bid will be a 'Multiple Award' bid where no one bidder is the apparent low bid. MoDOT personnel will use pricing submitted on pricing pages to determine the best price based on their location.

#### 4. PRICING PAGE

(Page 1 of 4)

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.

<b>NORTHWEST DISTRICT – various locations within the district</b>				
		<b>Ordered Quantities</b>		
<b>Item #</b>	<b>Size in Gallons</b>	<b>1 tank</b>	<b>2 to 5 tanks</b>	<b>6 or more</b>
<b>1</b>	<b>2,000 to 2,250 Gallons</b> <i>Shall not exceed 8' foot height</i>	\$	\$	\$
<b>2</b>	<b>3,000 to 3,200 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>3</b>	<b>4,000 to 4,250 Gallons</b> <i>Shall not exceed 8'5" foot height</i>	\$	\$	\$
<b>4</b>	<b>6,000 to 6,200 Gallons</b> <i>Shall not exceed 12'6" foot height</i>	\$	\$	\$
<b>5</b>	<b>8,000 to 8,750 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>6</b>	<b>10,000 to 10,500 Gallons</b> <i>Shall not exceed 15' foot height</i>	\$	\$	\$

Brand and Model # \_\_\_\_\_

Height: \_\_\_\_\_ Diameter: \_\_\_\_\_ # of Gallons: \_\_\_\_\_

<b>NORTHEAST DISTRICT – various locations within the district</b>				
		<b>Ordered Quantities</b>		
<b>Item #</b>	<b>Size in Gallons</b>	<b>1 tank</b>	<b>2 to 5 tanks</b>	<b>6 or more</b>
<b>1</b>	<b>2,000 to 2,250 Gallons</b> <i>Shall not exceed 8' foot height</i>	\$	\$	\$
<b>2</b>	<b>3,000 to 3,200 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>3</b>	<b>4,000 to 4,250 Gallons</b> <i>Shall not exceed 8'5" foot height</i>	\$	\$	\$
<b>4</b>	<b>6,000 to 6,200 Gallons</b> <i>Shall not exceed 12'6" foot height</i>	\$	\$	\$
<b>5</b>	<b>8,000 to 8,750 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>6</b>	<b>10,000 to 10,500 Gallons</b> <i>Shall not exceed 15' foot height</i>	\$	\$	\$

Brand and Model # \_\_\_\_\_

Height: \_\_\_\_\_ Diameter: \_\_\_\_\_ # of Gallons: \_\_\_\_\_

**4. PRICING PAGE**

(Page 2 of 4)

<b>KANSAS CITY DISTRICT – various locations within the district</b>				
		<b>Ordered Quantities</b>		
<b>Item #</b>	<b>Size in Gallons</b>	<b>1 tank</b>	<b>2 to 5 tanks</b>	<b>6 or more</b>
<b>1</b>	<b>2,000 to 2,250 Gallons</b> <i>Shall not exceed 8' foot height</i>	\$	\$	\$
<b>2</b>	<b>3,000 to 3,200 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>3</b>	<b>4,000 to 4,250 Gallons</b> <i>Shall not exceed 8'5" foot height</i>	\$	\$	\$
<b>4</b>	<b>6,000 to 6,200 Gallons</b> <i>Shall not exceed 12'6" foot height</i>	\$	\$	\$
<b>5</b>	<b>8,000 to 8,750 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>6</b>	<b>10,000 to 10,500 Gallons</b> <i>Shall not exceed 15' foot height</i>	\$	\$	\$

Brand and Model # \_\_\_\_\_

Height: \_\_\_\_\_ Diameter: \_\_\_\_\_ # of Gallons: \_\_\_\_\_

<b>CENTRAL DISTRICT – various locations within the district</b>				
		<b>Ordered Quantities</b>		
<b>Item #</b>	<b>Size in Gallons</b>	<b>1 tank</b>	<b>2 to 5 tanks</b>	<b>6 or more</b>
<b>1</b>	<b>2,000 to 2,250 Gallons</b> <i>Shall not exceed 8' foot height</i>	\$	\$	\$
<b>2</b>	<b>3,000 to 3,200 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>3</b>	<b>4,000 to 4,250 Gallons</b> <i>Shall not exceed 8'5" foot height</i>	\$	\$	\$
<b>4</b>	<b>6,000 to 6,200 Gallons</b> <i>Shall not exceed 12'6" foot height</i>	\$	\$	\$
<b>5</b>	<b>8,000 to 8,750 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>6</b>	<b>10,000 to 10,500 Gallons</b> <i>Shall not exceed 15' foot height</i>	\$	\$	\$

Brand and Model # \_\_\_\_\_

Height: \_\_\_\_\_ Diameter: \_\_\_\_\_ # of Gallons: \_\_\_\_\_

**4. PRICING PAGE**

(Page 3 of 4)

<b>ST. LOUIS DISTRICT – various locations within the district</b>				
		<b>Ordered Quantities</b>		
<b>Item #</b>	<b>Size in Gallons</b>	<b>1 tank</b>	<b>2 to 5 tanks</b>	<b>6 or more</b>
<b>1</b>	<b>2,000 to 2,250 Gallons</b> <i>Shall not exceed 8' foot height</i>	\$	\$	\$
<b>2</b>	<b>3,000 to 3,200 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>3</b>	<b>4,000 to 4,250 Gallons</b> <i>Shall not exceed 8'5" foot height</i>	\$	\$	\$
<b>4</b>	<b>6,000 to 6,200 Gallons</b> <i>Shall not exceed 12'6" foot height</i>	\$	\$	\$
<b>5</b>	<b>8,000 to 8,750 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>6</b>	<b>10,000 to 10,500 Gallons</b> <i>Shall not exceed 15' foot height</i>	\$	\$	\$

Brand and Model # \_\_\_\_\_

Height: \_\_\_\_\_ Diameter: \_\_\_\_\_ # of Gallons: \_\_\_\_\_

<b>SOUTHWEST DISTRICT – various locations within the district</b>				
		<b>Ordered Quantities</b>		
<b>Item #</b>	<b>Size in Gallons</b>	<b>1 tank</b>	<b>2 to 5 tanks</b>	<b>6 or more</b>
<b>1</b>	<b>2,000 to 2,250 Gallons</b> <i>Shall not exceed 8' foot height</i>	\$	\$	\$
<b>2</b>	<b>3,000 to 3,200 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>3</b>	<b>4,000 to 4,250 Gallons</b> <i>Shall not exceed 8'5" foot height</i>	\$	\$	\$
<b>4</b>	<b>6,000 to 6,200 Gallons</b> <i>Shall not exceed 12'6" foot height</i>	\$	\$	\$
<b>5</b>	<b>8,000 to 8,750 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>6</b>	<b>10,000 to 10,500 Gallons</b> <i>Shall not exceed 15' foot height</i>	\$	\$	\$

Brand and Model # \_\_\_\_\_

Height: \_\_\_\_\_ Diameter: \_\_\_\_\_ # of Gallons: \_\_\_\_\_

**4. PRICING PAGE**

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<b>SOUTHEAST DISTRICT – various locations within the district</b>				
		<b>Ordered Quantities</b>		
<b>Item #</b>	<b>Size in Gallons</b>	<b>1 tank</b>	<b>2 to 5 tanks</b>	<b>6 or more</b>
<b>1</b>	<b>2,000 to 2,250 Gallons</b> <i>Shall not exceed 8' foot height</i>	\$	\$	\$
<b>2</b>	<b>3,000 to 3,200 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>3</b>	<b>4,000 to 4,250 Gallons</b> <i>Shall not exceed 8'5" foot height</i>	\$	\$	\$
<b>4</b>	<b>6,000 to 6,200 Gallons</b> <i>Shall not exceed 12'6" foot height</i>	\$	\$	\$
<b>5</b>	<b>8,000 to 8,750 Gallons</b> <i>Shall not exceed 12' foot height</i>	\$	\$	\$
<b>6</b>	<b>10,000 to 10,500 Gallons</b> <i>Shall not exceed 15' foot height</i>	\$	\$	\$

Brand and Model # \_\_\_\_\_

Height: \_\_\_\_\_ Diameter: \_\_\_\_\_ # of Gallons: \_\_\_\_\_

**4.2 Renewal Periods:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **current contract prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the current contract period.

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**3<sup>rd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

\_\_\_\_\_  
Name of the Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

# 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>Signature:</b>									
<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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;"><u>M/WBE Name</u></th> <th style="width: 33%; text-align: center;"><u>Percentage of Contract</u></th> <th style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

## Preference Certification

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

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by product or product number, the country other than the United States where each good or product is manufactured or produced.	
Product (or product number)	Location Where Product is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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

**COOPERATIVE AGREEMENT NOTICE**

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

Each bidder is asked to indicate below whether they would be willing to offer **Vertical Polyethylene Liquid Storage Tanks** 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 **Vertical Polyethylene Liquid Storage Tanks** 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 \_\_\_\_\_

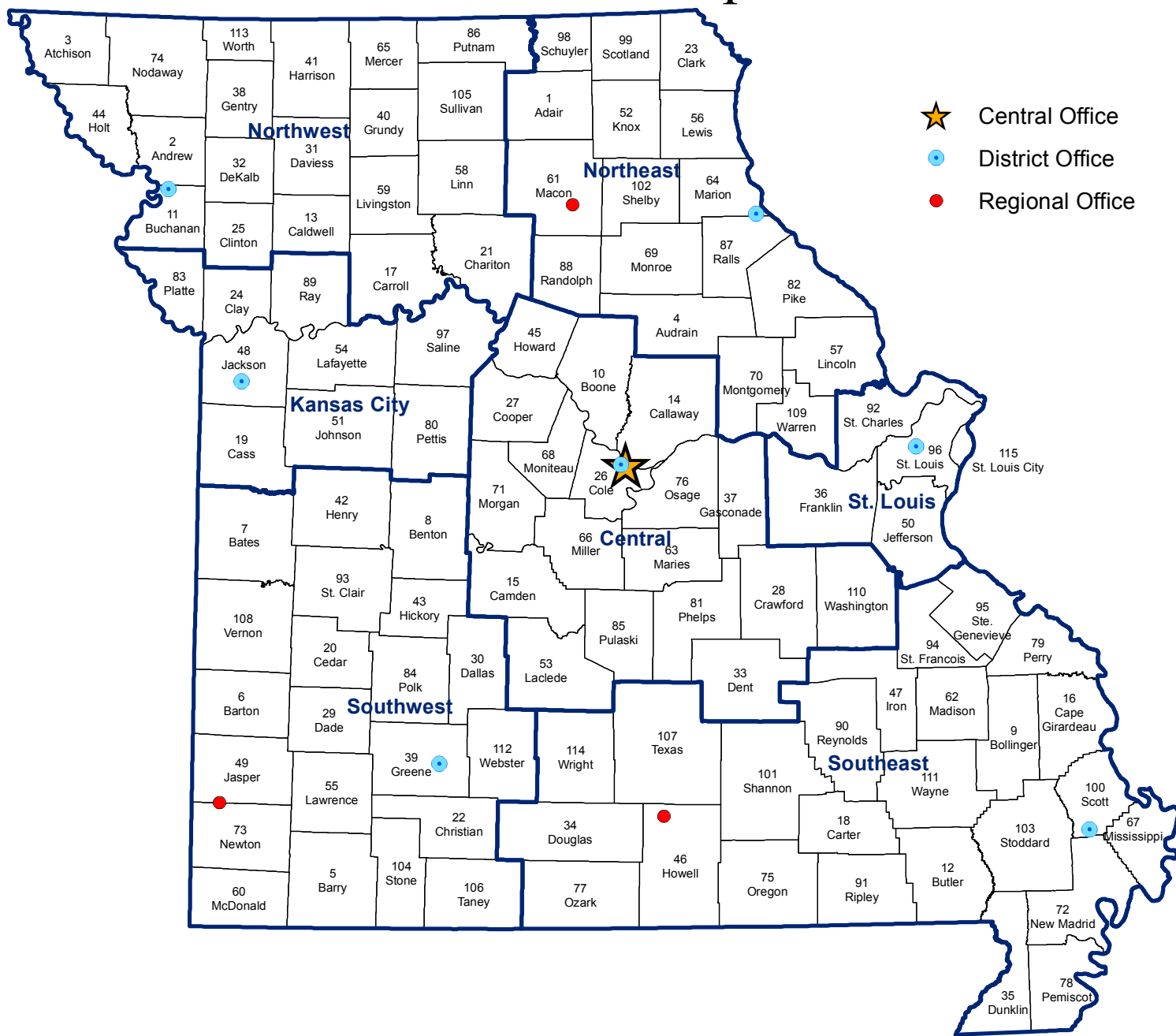
SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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# Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Pettis	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW				Scott	100	SE			



6/27/2011



## **POLYETHYLENE LIQUID STORAGE TANKS MGS 93-02F**

**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 two 3-inch diameter PVC outlets with flanged fittings with female threads, and bolt heads encapsulated in Type II polyethylene material. One outlet shall be located approximately 7 to 9 inches from the bottom of the tank. The second outlet shall be 24 inches above the first outlet, but not more than 36 inches above 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 or current, 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 Polyethylene tanks.

Signature: \_\_\_\_\_

Missouri Highways and Transportation Commission  
Standard Bid/Proposal 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 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, 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

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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.

**Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

**Delivery – Additional Requirements**

a. 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

b. 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**.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material 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 fifty dollars (\$50.00) 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.