

**MISSOURI DEPARTMENT OF TRANSPORTATION
SOUTHEAST DISTRICT
3956 E. MAIN STREET
WILLOW SPRINGS, MO 65793**

REQUEST NO.	SEW13-1885RY
DATE	March 8, 2013
PAGE NO.	1 OF 13 PAGES

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

March 25, 2013 10:00 AM CST

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

**BIDS TO BE BASED F.O.B. DESTINATION
MISSOURI DEPARTMENT OF TRANSPORTATION**
Submit net bid as cash discount stipulations will not be considered

Various

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Gloria Bunch	TELEPHONE:	(417) 469-6256
		EMAIL:	gloria.bunch@modot.mo.gov

SUPPLIES OR SERVICES

Southeast MoDOT seeks bids from qualified bidders to establish a contract furnishing **Bulk Oil Products**. Bids will be accepted on virgin oil products only.

*****NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addendum(s) issued during the course of this RFB Process.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide Bulk Oil Products. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

(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.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	Type/Print Name _____
Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Title: _____
Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. General Information

- 1.1 This solicitation seeks qualified vendors to provide Bulk Oil Products to various locations throughout the Southeast District on an as needed basis. Bids will only be accepted on virgin oil products.
- 1.2 The contract period will be for six months beginning upon award and ending September 30, 2013. Prices are to remain firm throughout the entire contract period. Five additional renewal options will be available provided both parties agree to its continuance without any changes in the original pricing, terms or conditions.

2. Scope of Work

- 2.1 Products will be ordered on an as needed basis.
- 2.2 All oil products must comply with the attached MoDOT Specification **MGS-92-12K** and any other provisions outlined in the solicitation documents.
- 2.3 **Additional Requirement to MGS-92-12K: Universal Hydraulic/Transmission Fluid**
UHTF is used for tractors, heavy-duty equipment, hydraulic systems, transmissions, wet brakes, wet clutches and final drives. Hydraulic fluid shall meet the most recent service classifications for John Deere, Ford, New Holland, Elgin Street Sweepers and Case as well as exceed API-GL4 performance requirements.
- 2.4 Oil analysis shall be provided upon request regarding lubricant performance and presence of wear materials.
- 2.5 The contractor shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.7 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when the use of such products is deemed in the best interest of MoDOT.

3. Delivery Requirements

- 3.1 The contractor must ensure pumps and hoses used to delivery bulk oil products are specific to the product being delivered to avoid cross contamination with other types of oil.
- 3.2 Some bulk storage tanks are located in the facility's balcony while others are located on the ground floor. The contractor must be capable of pumping product to an elevation of 25-50 feet.
- 3.3 The contractor must provide a system necessary to prevent spills and overfills from occurring during product transfers. The contractor must also provide a system necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers.
- 3.4 The contractor will be responsible for all overfilled tank clean ups.

- 3.5 A MoDOT representative must be present at the time of delivery. No deliveries will be made on Saturdays, Sundays, and Holidays. In the event a particular facility is working "4-10's", no deliveries will be made on their scheduled day off, unless specifically authorized by the facility supervisor.

4. Invoicing & Payment Requirements

- 4.1 MoDOT 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 fill the contract.
- 4.2 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. Advance payment will not be made.
- 4.3 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.

5. Bid Submission

- 5.1 Each bid must be mailed or hand delivered in a sealed package to the Procurement Office. All questions regarding the RFB shall be submitted to the Coordinator. **All bids must be received no later than 10:00 a.m., CST, March 25, 2013.**

RFB Coordinator:

Gloria Bunch
MoDOT Southeast
3956 E. Main
Willow Springs, MO 65793
Phone: (417) 469-6256

- 5.2 All bids must be received in a sealed package clearly marked "**Bulk Oil Products**".
- 5.3 MHTC reserves the right to reject any and all bids for any reason whatsoever.
- 5.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.

Southeast Facility Addresses & Physical Locations

Facility	County	Address	Location
Advance	Stoddard	28275 Highway 25, Advance, MO 63730	Jct 25 & 91
Alton	Oregon	Rt 1 Box 1822, Alton, MO 65606	Rt 160, 1 Mi E of Rt 19
Ava	Douglas	Rt 3 Box 23B, Ava, MO 65608	Rt 5, 0.5 Mi S of Rt 14
Bellevue	Iron	2633 Highway 21, Bellevue, MO 63623	Jct 21 & Rt O
Bunker	Dent	409 Highway A, Bunker, MO 63629	Rt A, 0.4 Mi W of Rt 72
Cape Girardeau	Scott	3359 E Outer Road, Scott City, MO 63780	I-55 EOR, S of Rt AB
Centerville	Reynolds	36620 Highway 21, Lesterville, MO 63654	Jct 21 & N
Charleston	Mississippi	6712 N Outer Road, Charleston, MO 63834	I-57 SOR, 0.2 Mi S of Rt 60
Dexter	Stoddard	1111 Hickory Log Drive, Dexter, MO 63841	Rt 60, 0.5 Mi E of Bus Rt 60
Doniphan	Ripley	Rt 3 Box 2277, Doniphan, MO 63935	Jct 21 & 160 East Junction
Dora	Ozark	Rt 1 Box 3830, Dora, MO 65637	Rt 181, 0.2 Mi N of Rt H
Ellington	Reynolds	605 N Second Street, Ellington, MO 63638	Rt 21, 0.2 Mi N of Rt 106
Ellsinore	Carter	Rt 2 Box 2198, Ellsinore, MO 63937	Jct 60 & 21 East Junction
Fredericktown	Madison	1001 County Rd 200, Fredericktown, MO 63645	Rt 67, 1 Mi S of Rt E
Gainesville	Ozark	Rt 1 Box 1C, Gainesville, MO 65655	Rt. MM, 500 Ft W of Rt 5
Hartville	Wright	5804 Highway 5, Hartville, MO 65667	Rt 5, 0.5 Mi N of Rt Z
Hayti	Pemiscot	492 N Outer Road, Hayti, MO 63851	I-55 EOR, 1.2 Mi N of Rt 84
Houston	Texas	1540 N Highway 63, Houston, MO 65483	Rt 63, 1 Mi N of Houston on Rt B
Jackson	Cape Girardeau	200 Highway Y, Jackson, MO 63755	Jct Y & 61
Kennett	Dunklin	1600 Southwest Drive, Kennett, MO 63857	Rt O, 0.5 Mi S of Rt 84
Kewanee	New Madrid	86 Highway W, New Madrid, MO 63869	Rt W, 0.2 Mi W of Rt 61
Malden	Dunklin	4005 N Douglas Street, Malden, MO 63863	Rt 25, 0.2 Mi S of Rt D
Marble Hill	Bollinger	Rt 2 Box 1655, Marble Hill, MO 63764	Rt 51, 1.5 Mi N of Rt FF
Mountain Grove	Wright	8675 Old Highway 60, Mountain Grove, MO 65711	Old Rt 60, 0.4 Mi W of Bus 60
Park Hills	St Francois	2240 Conway Road, Park Hills, MO 63601	Rt 67, 1.5 Mi S of Rt 8
Patton	Bollinger	Rt 1 Box 2490, Patton, MO 63662	Rt 72, 0.25 Mi E of Rt 51
Perryville	Perry	754 Lake Drive, Perryville, MO 63775	I-55 WOR, 1 Mi N of Rt 51
Piedmont	Wayne	Rt 2 Box 2636A, Piedmont, MO 63957	Rt 49, 0.5 Mi N of Rt 34
Poplar Bluff	Butler	3568 Highway 67 North, Poplar Bluff, MO 63901	Rt 67, 0.5 Mi N of Rt W
Puxico	Stoddard	240 Highway 51 South, Puxico, MO 63960	Rt 51, 0.5 Mi S of Rt PP
Qulin	Butler	13148 Highway 53, Qulin, MO 63961	Rt 53, 0.2 Mi N of Rt N
Sikeston	Scott	111 Edwards Street, Sikeston, MO 63801	Rt 62, 1.25 Mi W of I-55
Silva	Wayne	301 Main Street, Silva, MO 63964	Rt 67, 0.2 Mi S of Rt 34
St Genevieve	St Genevieve	17651 Highway 32, St Genevieve, MO 63670	Rt 32, 0.5 Mi W of I-55
Summersville	Texas	235 S Highway 17, Summersville, MO 65571	Rt 17, 0.3 Mi S of Rt 106
Van Buren	Carter	HCR 1 Box 99, Van Buren, MO 63965	Rt 60, 1 Mi E of Rt C
West Plains	Howell	1287 County Road 8690, West Plains, MO 65775	Rt 63, 0. Mi S of Rt ZZ
Willow Springs	Howell	3956 E. Main, Willow Springs, MO 65793	Rt 60, 0.5 M E of Rt 60/63 South Jct
Winona	Shannon	106 Industrial Drive, Winona, MO 65588	Rt 19, 1 Mi N of Rt 60

BID SHEET

I (we) propose to furnish the listed lubricating products to the Missouri Department of Transportation in accordance with the attached proposal, general provisions and specifications, at the **Unit Prices Shown F.O.B. the Destinations** listed.

<u>PRODUCT</u>	<u>BRAND NAME</u>	<u>MANUFACTURER</u>	<u>UNIT PRICE</u>
Lubricating Oil, 15W-40	_____	_____	\$ _____ Gal
	Bulk		
	_____	_____	\$ _____ Gal
	55 Gallon Drum		
	_____	_____	\$ _____ Qt
	2.5 Gallon Container		
	_____	_____	\$ _____ Qt
	Quart Container		
Universal Hydraulic/ Transmission Oil	_____	_____	\$ _____ Gal
	Bulk		
	_____	_____	\$ _____ Gal
	55 Gallon Drum		
	_____	_____	\$ _____ Gal
	5 Gallon Container		
	_____	_____	\$ _____ Gal
	2.5 Gallon Container		
<u>Optional Product</u>			
GC-LB NLGI-2 Grade 2 MP Lithium Grease	_____	_____	\$ _____ Lb
	Tube		

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

VENDOR INFORMATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

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

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

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

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

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

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

PREFERENCE CERTIFICATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

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.

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.