Missouri Department of Transportation ~ Statewide Fuel Bid by District

INVITATION TO BID

TO FUEL VENDORS:

The Missouri Department of Transportation (MoDOT) desires to establish pricing for the purchase of bulk fuels, Bio-diesel (B100), #2 Ultra Low Sulfur Diesel, *#1 Ultra Low Sulfur Diesel when required to meet fuel specifications,* Unleaded, and Ethanol meeting the listed specifications within the bid document for our District Offices and Maintenance facilities.

The structure of this bid will be based on a supplier's margin above/below the daily Oil Price Information Service (OPIS) Rack Closing Average price for #2 Ultra Low Sulfur Diesel, #1 Ultra Low Sulfur Diesel, Unleaded and Ethanol fuels, and the lowest margin above the OPIS Rack Average SME (Soy Methyl Esters) Gross Market Index price for B100 fuel, net delivered F.O.B. Destination to listed delivery sites broken down by the listed zones in the bid sheets.

The bidder may withdraw, modify or correct their bid after it has been deposited with the department, provided such request is submitted in writing and received before the time specified for opening bids. Such a request received within the time specified will be accepted, attached o the bid, and to have been considered modified accordingly. No bid may be modified, corrected, or withdrawn after the time specified for the opening of bids.

Bids must be typed or written in ink, and must show the bidders complete company name and address, and signature of the authorized representative of the company in the spaces provided on the bid sheet. In the event of a tie of low bids, the Commission reserves the right to establish the method to be used in determining the award.

By virtue of statutory authority, preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made, or grown, within the State of Missouri, if as low in cost and as desirable as any for outside the State.

The bidder's attention is directed to Section 34.076 RS Mo which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products, and also to the Missouri Domestic Procurement Act, Sections 34.350 to 34.359, RS Mo, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontracts to be manufactured or produced in the United States.

The Missouri Highways and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and from the best and most economical source. No bid is final until formally accepted by the Commission.

If you have any questions, please give me a call.

Sincerely yours,

Amy Bailey
GHQ General Services Procurement
Missouri Department of Transportation
(573) 522-6188

BID SHEETS

SCOPE OF WORK
The intent of this contract is designed to establish a contractual agreement with one or multiple suppliers, by which the best purchasing practices and prices are achieved based on the daily OPIS pricing in addition to the supplier's margin. MoDOT desires to establish a relationship with a supplier(s) in which MoDOT can offer higher volume, consistent delivery requirements and less overhead of personnel time in return for a supplier's acceptance of responsibility to provide MoDOT with a certified mixture of Bio-Diesel fuels (SME, Soy Methyl Esters), Winter Blend Diesel, Unleaded, and Ethanol fuels, as well as, to include all MoDOT District fuel locations as a primary customer.

BID OPENING DATE
MoDOT will host a bid opening on November 22, 2006, local time at the Central Office, General Services Division, 830 MoDOT Drive Jefferson City, Missouri. All sealed bid submittals must be received and in hand no later than 2:00 P.M., Central Standard Time where they will be publicly opened and read. The time will be determined using a MoDOT predetermined clock. Bids will be accepted on time if time stamped using one of the following methods: 1) electronically time stamped, 2) handwritten initials and timestamp of a MoDOT representative, and 3) verification that any Fed-X, UPS or USPS certified mail, time stamped mail that clearly indicates that the sealed bid was received at the listed address prior to the closing bid time. No award will be made at this time until final review of all documents is complete.

CONTRACT PERIOD AND CONDITIONS
This contract shall be in place for one (1) year from the date of award with the option to renew (upon mutual agreement of both parties) for two (2) additional one (1) year periods, starting December 1, 2006. At the time for renewal, Suppliers will be asked to submit any price changes that will be mutually agreed upon by both parties. MoDOT will not be obligated or required to purchase any of the Supplier's surplus inventories resulting from the expiration of this contract agreement.

TRANSITION PERIOD
In the event a replacement contract is not established before the expiration of this contract or upon termination by the State, it is the responsibility of the Supplier to continue the contract under the same terms and conditions until a new contract is in place. At no time shall this transition period be more than 90 days beyond the original expiration date of the contract.

EXCEPTION TO USE
All MoDOT District Maintenance sheds and facilities will obtain all bulk fuels from this contract. However, MoDOT reserves the right to purchase product elsewhere on an emergency basis, or in situations where a supplier's delivery requirements are burdensome or restrictive. An emergency basis may be defined as but not limited to snow storms, or greater than normal usage.

CLOSING OF DELIVERY SITES
MoDOT reserves the right to close or open any delivery site(s), or discontinue any fuel product at anytime without penalty.

ADDING OF OTHER FUEL/FUEL TANKS

If additional types of fuel are needed at any delivery site, the supplier agrees to provide the fuel at a mutually agreed upon price consistent with existing margin prices for like fuels. If the district adds additional tanks of same fuel type, the supplier shall provide at the same margin rate of that zone.

ORDERING PROCEDURE

1. It will be the sole responsibility of MoDOT Sheds to keep accurate levels of fuel tanks. All maintenance facilities shall fax or call in orders when deemed necessary.

2. The supplier shall round gallons to the nearest 50 gallon increments. This practice will help MoDOT's inventory control (*not applicable when delivery is by transport truck*).

   a) If MoDOT orders 870 gallons, it is the supplier's responsibility to round down to the nearest 50 gallons: the amount of fuel that shall be delivered is 850 gallons.

3. No supplier will be allowed to deliver fuel to a shed on a suppliers return route unless pre-authorized by the District's General Services Division. **This will only be allowed on rare occasions and will not be permitted on an ongoing basis.**

DELIVERY REQUIREMENTS

1. The supplier shall deliver fuel within 24 hours after receipt of order. Supplier shall give approximate timeline of fuel delivery within a two (2) hour time frame. *All orders from MoDOT personnel shall be given prior to 11:00 a.m. to guarantee meeting the 24 hour, next day delivery time frame.*

2. Deliveries exceeding 24 hours may be allowed at the discretion of MoDOT at the time of order if arranged and approved by the ordering personnel. Otherwise:

   a) In the event the supplier fails to deliver fuel within the time specified, MoDOT and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain. In order to liquidate such damage in advance, it is agreed that the sum of two hundred dollars ($200) 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 the said amount will be withheld from payment due the supplier, or otherwise collected from the supplier as liquidated damages.

3. Prior to fueling, the Supplier shall determine that the fuel tank system to be filled is able to hold the volume of fuel being delivered; as well as, capable for handling the appropriate type of delivery method (Transport or smaller tankers.)

   a) Transport Truck deliveries will be allowed only at the District Headquarters Building if pre-approved by the General Services Division.

4. The Supplier is responsible for providing telephone numbers and contact names to MoDOT facilities, in which orders can be placed by telephone or by fax.

5. Fuel metering devices must be utilized to provide accurate delivery quantities. Supplier's delivery truck must have a metering device. Split loads will be accepted if all fuel from the distribution point/terminal is for delivery to multiple MoDOT facilities, in the event that transport trucks are used.

6. Delivery ticket/invoice must be presented at time of product delivery. Bill of lading/metered quantity may be transferred to delivery ticket by hand at time of delivery. Bill of lading must also be attached to the delivery ticket. MoDOT will pay only for the actual amount of fuel delivered as shown on the delivery vehicle's metering device or on the bill of lading at the OPIS Closing Average price for that day, in addition to the contract margin price listed per the bid.

7. The Supplier must advise MoDOT of the approximate arrival time within a two (2) hour period. For all deliveries, a MoDOT representative must be: (1) informed of the delivery truck arrival; (2) afforded an opportunity to observe/confirm off-loading; and (3) be given a numbered delivery receipt to sign confirming delivered quantities. Practical procedures for accomplishing these requirements will be at the discretion of MoDOT General Services and the Supplier.

   a) MoDOT will be responsible for providing all suppliers with shed contact names and numbers.

8. Unless authorized by the ordering agency at the time of the order, the fuel must be delivered during normal working hours between 7:30 am and 3:00 pm.

9. The Supplier shall perform all deliveries to facilities in a safe and professional manner. The supplier's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents from endangering personnel on the property.

10. The Supplier must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Supplier must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers. The Supplier will be responsible for cleaning up any spill in accordance to state and federal environmental regulations.

11. A Supplier's delivery truck operator <u>must</u> be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and also prior to departure of the delivery truck, the fuel truck operator shall examine the lowermost drain and all outlets for leakage, and if necessary, tighten, adjust or replace to prevent any fuel from leaking.

12. In the event the Supplier subcontracts to another fuel supplier, the subcontractor shall comply with all conditions of this contract.

13. In the event the Supplier fails to meet expectations for delivery according to this contract, MoDOT reserves the right to order elsewhere in the best interest of MoDOT operations.

14. A Supplier's inability to continuously meet the requirements of this contract is subject to contract termination or a temporary discontinuation of doing business until they can prove that they meet the requirements of this contract.

15. ***See attached ZONE Map***

INVOICES

1. MoDOT reserves the right to withhold payment without penalty until properly executed invoice/delivery tickets are submitted.

   a) All invoices/delivery tickets must be left in a 'Fuel Mailbox' by the fuel tanks or at a MoDOT designated delivery location in the event a MoDOT representative is not there.

2. All fuel receipts must be on a supplier's invoice or a company identified delivery ticket, and it **must** be itemized in these formats at a minimum. Each district has the right to request a more thorough breakdown that includes daily OPIS pricing and the supplier's margin.

   UNLEADED
   - Total # of gallons for unleaded x (a per/gallon price minus the State tax (.17 cents))
   - Total # of gallons x (.17 cents) State Tax

   DIESEL
   - % of gallons of #1 diesel x (a per/gallon price minus the State tax (.17 cents))
   - % of gallons of #2 diesel x (a per/gallon price minus the State tax (.17 cents))
   - Total # of gallons x (.17 cents) State Tax

   BIO-DIESEL
   - % of gallons of #2 diesel x (a per/gallon price minus the State tax (.17 cents))
   - % of gallons of B100 x (a per/gallon price minus the State tax (.17 cents))
   - Total # of gallons x (.17 cents) State Tax

   E85
   - % of gallons for unleaded x (a per/gallon minus the State tax (.17 cents))
   - % of gallons for ethanol x (a per/gallon price minus the State tax (.17 cents))
   - Total # of gallons x (.17 cents) State Tax

   OTHER REQUIRED INFORMATION
   - Date of delivery
   - Shed location

3. MoDOT will not accept invoices from subcontracted suppliers nor will any invoice be paid to a subcontractor. Therefore, the Supplier must provide an invoice with the required information reflecting the date of delivery. The invoice must be received by 3:00 pm at the end of the next business day.

PRICING

1. MoDOT's intention is to establish a fuel contract whereby the purchase price per gallon of fuel can be directly reconciled to the published OPIS prices FOB Terminal(s) *(See 'Terminals' Attachment page)* in ct/gal for diesel, unleaded, ethanol, and the OPIS Gross Price Market Index prices FOB Terminal in ct/gal will be used for Bio-Diesel. All Contract Pricing will based on the following formula:

   - **Contract Price per gallon** = OPIS Closing Average Price** in effect on date of delivery + Supplier Margin
     ***Biodiesel pricing is based on Wholesale Rack Prices*

   - **See Pricing Sheet for more information**

2 Contract pricing will be based from the following:

   a. The daily OPIS CLOSING AVERAGE prices identified as OPIS SME BIODIESEL GROSS PRICE MARKET INDEX PRICES for B100 fuel shall be used to reference changes in contract prices for bio-diesel fuel.

   b. The daily OPIS CLOSING AVERAGE prices identified as OPIS GROSS W/LUBRICITY DISTILLATE PRICES for Ultra Low Sulfur No. 2 shall be used to reference changes in contract prices for Ultra Low sulfur clear diesel fuel.

   c. The daily OPIS CLOSING AVERAGE prices identified as OPIS GROSS W/LUBRICITY DISTILLATE PRICES for Ultra Low Sulfur No. 1 shall be used to reference changes in contract prices for Ultra Low sulfur clear diesel fuel.

   d. The daily OPIS CLOSING AVERAGE prices identified as OPIS GROSS CLEAR PRICES for Conventional Clear Unleaded fuel shall be used to reference changes in contract prices for unleaded fuel.

      - ***District 6*** *suppliers will refer to the daily OPIS CLOSING AVERAGE prices identified as OPIS RFG ETHANOL 10% GROSS PRICES for Unleaded fuel.*

   e. The daily OPIS CLOSING AVERAGE prices identified as OPIS GROSS PURE ETHANOL PRICES for Ethanol fuel shall be used to reference changes in contract prices for unleaded/ethanol fuels.

      - ***The Missouri Department of Transportation reserves the right to change its OPIS benchmark pricing when 1) it is found that other pricing reflects the local market more comparable, and 2) to adjust to any change in industry reflection of fuel descriptions.***

3 The District office will pay invoices based on the 'Closing Average' (last Rack Avg. of the day) from the prior day. *E.g.) The 'Closing Average' at 6:00 pm on July 24, 2006 will be used for delivery prices on July 25, 2006. Fuel delivered on Mondays will be based from prices at the closing time on Saturday.* For clarity, MoDOT will use pricing that is published Monday thru Saturday. Regarding holidays, MoDOT will use the latest published pricing for deliveries in the event OPIS doesn't publish pricing due to Federal Holidays.

4. The contract base prices will be per the Oil Price Information Services (OPIS) and OPIS SME Biodiesel Gross Price Market Index as published daily by UCG, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030. MoDOT's OPIS representative is Beth Winters. She will be able to set each supplier up with their own account and subscription. Her number is (732) 730-2540. Her email address is bwinter@opisnet.com.

5. **Pricing will be based from listed terminal(s) on the attached 'Terminals' Page.**

6. When meeting 'Winter Mix' per the attached specifications, blended diesel (#1 diesel blended with #2 diesel) shall only be invoiced at the actual quantity of each gallon of each fuel grade delivered. Blending fees must be included in the Supplier's diesel margin price.

7. Winter Mix diesel (Alternative Fuel Blend) can use additives to meet specification **MGS-03-01D**. However, any additive must be included in the diesel margin price. No separate line item price will be paid for additives.

8. Taxes
   - MoDOT does not pay Federal Excise Tax. Do not include on invoices.
   - It is agreed and understood that the Supplier shall be responsible for filing all necessary claims for tax refunds due to the Supplier.
   - The Missouri Tax may be broken out separately on all invoices.

9. In reference to *DELIVERY REQUIREMENTS, 2a*, regarding **late delivery** of fuel, pricing will be based on the lowest of fuel, either posted on OPIS on the day of delivery or any day between date of order and actual date of delivery, which ever is less.

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FUEL QUALITY, SAMPLING AND ACCEPTANCE

1. It will be the responsibility of the supplier to guarantee by certification that fuel fully complies with the specification requirements, prior to dumping in MoDOT tanks.

2. All B100 fuel used must be from a BQ9000 approved manufacturer. All supplier(s) shall submit a copy of the latest BQ9000 certificate to MoDOT's General Services Division when a new order of B100 fuel is obtained. This certificate shall indicate the date and location of manufacturer. (See www.bq-9000.org/companies/producers.aspx)

3. MoDOT reserves the right to take a sample of fuel from the supplier's delivery truck at the time of delivery for purpose of compliance.

   a) Sampling will be taken after 50 gallons of fuel are dispensed. It shall be taken directly into a metal sample can if feasible due to the safety of individuals, or placed in a clean pail or bucket and then transferred into the metal sample can. All samples shall be directly from the delivery truck and not from our storage tanks.

   b) All fuels delivered are subject to testing by a certified laboratory approved by the State of Missouri to determine acceptability. If delivered fuel is contaminated or does not comply with contract specifications, all costs for testing shall be paid by the supplier.

I. In the event a random sample is pulled and later found non-compliant, liquidated damages will be assessed. Since it would be hard to determine exactly how much fuel was used by MoDOT and other agencies vehicles or equipment in the duration that the fuel was being tested, and the unknown damage to vehicles that might occur as a result of these acts, liquidated damages will be assessed in the amount no less than that of the respective invoice if it has already been paid.

II. Also, the supplier shall be responsible for the cost of thoroughly cleaning the tank of any remaining fuel and for the disposal of any non-compliant fuel. Once the tank is deemed clean, acceptable and free of contaminants, the supplier will be allowed to refill the tank with acceptable fuel. A $200/day penalty will be assessed from the time the fuel is deemed bad and for every day the tank remains idle up to and including the day the tank is refilled. Any supplier who does not clean the contaminated fuel from the tank within five (5) business days from notification, will be subject for suspension by the Missouri Department of Transportation.

4. Every MoDOT District is equipped with an 'Instant Cloud Point Tester' to determine a fuels acceptability. If it is determined that the fuel is unacceptable, all deliveries will be halted until further testing is done. MoDOT will not be responsible for acceptance or payment of the fuel on the delivery truck. Any fuel dispensed prior to the testing shall be subject for removal by the supplier at no cost to MoDOT.

5. Fuel can be rejected at any MoDOT facility by visual inspection if the MoDOT representative has reason to believe the delivered fuel does not meet specification and/or may cause damage to MoDOT vehicles or equipment. A sample will be taken and sent off to a certified lab for analysis. All deliveries will be halted until further testing is done.

   a) If the fuel is found unacceptable, MoDOT will not be responsible for paying for the fuel dispensed prior to the visual inspection, nor will they be responsible for acceptance or payment of the fuel on the delivery truck at that time. Any fuel dispensed prior to the testing shall be subject for removal by the supplier at no cost to MoDOT. *Refer to section 3.b.II) above*.

6. Deliveries and/or payment may be refused if quality is unacceptable.

7. Notification will be given to the supplier when fuel is found unacceptable.

8. Liquidated damages listed above are in line with how the Uniform Commercial Code (UCC) Article 2 reviews assessment of them. *Sections referred to, but not inclusive are: Section 2-301, 2-708, 2-710, 2-715 and 2-718*

FUEL SPECIFICATIONS

1 Supplier must not blend in MoDOT's fuel storage tanks. Any blending and/or splash blending must be done prior to delivery.

2 All fuel must meet the requirements of the attached specifications, formulated for use in motor vehicles.

- Diesel Fuel
  Must meet specification **MGS-03-02A**
- B20 Diesel Blend
  - Fuel must be per the enclosed specification **MGS-03-01D.**
  - Pay special attention to winter blend requirements per this specification starting December 1st and ending March 31st during the contract period.
- Unleaded
  Must be in accordance to the State of Missouri regulations American Society for Testing and Materials (ASTM) D4814 and its latest revision.
- E85
  Must be in accordance to the State of Missouri regulations American Society for Testing and Materials (ASTM) D5798 and its latest revision.

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CONTRACT CANCELLATION CONDITIONS

MoDOT has the right to terminate this contract in part or in its entirety within 48 hours upon written or verbal notice for any reason. Reasons might be due to violations of any of the following conditions, but not limited to:

- Delivery of any contaminated fuel or delivery that does not meet the bid specifications for a fuel type. A certified laboratory approved by the State of Missouri will make the determination for fuel contamination or any fuel not meeting specification.
- Inability to deliver product or deliver fuel on time per the contract.
- Supplier does not provide the correct information on invoices/delivery tickets.

METHOD OF AWARD

1. **Method of award will be made to the Supplier(s) offering the lowest margin of pricing per line item per individual zones**. The lowest bidder for the bio-diesel and ethanol portions of the bid will be evaluated and awarded to the supplier who offers the lowest evaluation number by taking the weighted average of the Diesel and Bio-Diesel B100 pricing for both the winter and summer fuels per the weighted calculation listed in the 'PRICING PAGES'. The 'Total Sum' will be used for evaluation purposes only to determine low bidder. Contract pricing will be based on the bidder's individual margin per Diesel and Bio-Diesel B100. *See PRICING PAGES for final review of pricing determination.*

   a) Transport Delivery Margin for Unleaded fuel will not be used for method of award.

2. The margin price for the B20 fuels shall consist of the following:

   - Diesel portion: All blending fees, additives, state taxes/fees, and other fuel compositions for meeting the required specifications
   - B100 portion: B100 bean oil, state taxes/fees, and federal blender credits

3. Awards will be made on the ability of the supplier to deliver fuel for a complete zone parcel per type of fuel. Partial zone bid offerings will be considered 'Non-responsive'.

4. If a supplier is low bid on more than one zone, MoDOT has the right to award a zone(s) to the second low bidder. This determination will be made in the best interest of MoDOT to assure at all times prompt delivery of fuel to MoDOT facilities.

5. ****<u>SPECIAL NOTE</u>****
   A supplier will only be awarded B20 fuel item(s) in this bid by:

   a. Showing proof of their products' test results from an external lab, certifying that their product will always meet or exceed the '*Low Temperature Operability Requirements*' as required by our specifications. Any certification completed within the last three years since October 1, 2003 is acceptable.

   b. The supplier must show proof that their BIO-Diesel fuel is from a BQ9000 Certified Manufacturing Plant.

   c. The supplier is also responsible for signing the enclosed Specifications.

   d. Any supplier not providing the required documents at the time of award, will have until 1:00 pm at the end of 10 business days to provide directly to the buyer or his/her designated representative. The count for the 10 business days will begin the first business day after the bid opening date.

6. In the event Bio-Diesel B20 has been suspended for any reason, MoDOT will consider and use the margin price listed for the 'Diesel' portion of the B20 Diesel bid as its Contract Price. *(See #2 above)*

   a. A supplier will be awarded the Bio-Diesel/Diesel portions of this bid on an 'All or Nothing' basis, meaning; if Winter Blend Diesel is used in lieu of Winter Bio-Diesel due to suspension for any reason, a supplier will still only be awarded this item on their ability to provide both fuel types.

PRICING PAGE SPECIAL NOTES

- Specified fuels must meet its respective specifications and any certification required.

- All bid price margins must include the Missouri State Fuel Tax, other Taxes and Fees, all blending fees, additives, and all applicable fees. Suppliers are not allowed to charge MoDOT with Federal Exercise Taxes, which is consistent with IRS Publication 378 which specifically indicates if un-dyed diesel fuel is used by a state, the claim must be made by the registered ultimate supplier. **Taxes *and Fees are subject to Government change; it is the responsibility of the supplier to notify their respective Missouri Department of Transportation General Service District Office.*

- The margin price for the B20 fuels shall consist of the following:

  - Diesel portion: All blending fees, additives, state taxes/fees, and other fuel compositions for meeting the required specifications
  - B100 portion: B100 bean oil, state taxes/fees, and federal blender credits

- Regarding the Bio-diesel and Ethanol sections of this bid, the lowest bidder for the bio-diesel and ethanol fuels will be evaluated and awarded to the supplier who offers the lowest evaluation number by taking the weighted average sums of the Diesel and Bio-Diesel B100 pricing for both the winter and summer fuels per the weighted calculation listed in the 'PRICING PAGES'. The 'Total Sum' will be used for evaluation purposes only to determine low bidder. Contract pricing will be based on the bidder's individual margin per Diesel and Bio-Diesel B100.

  - **A supplier will be awarded the Bio-Diesel/Diesel portions of this bid on an 'All or Nothing' basis, meaning; if Winter Blend Diesel is used in lieu of Winter Bio-Diesel due to suspension for any reason, a supplier will still only be awarded this item on their ability to provide both fuel types.**

- Margins shall be listed to the fourth (4th) decimal place; *e.g. $.0000*. Margins listed in the form of percentages will not be accepted and considered 'Non-Responsive'**.**

- All pricing is FOB Destination

- Method of award will be made to the supplier(s) offering the lowest margin of pricing per line item per individual zone.

- In the event clerical mathematical mistakes are found during tabulation, allowance will be made for correction by the Missouri Department of Transportation to determine accurate evaluation numbers. However, no allowance will be made for changes to the 'Margin' prices submitted.

- ZONES, (See attached Map)

NOTE: For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING PRODUCTS" must be either attached to the bid or on file in this office and must be dated in the current year.

NOTE: The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT" certificates of compliance must be completed and submitted with your bid for it to be considered responsive.

NOTE: Pay special attention to Terms and Conditions attached. ***Please submit 'Accord, Certificates of Liability Insurance' with bid***. See Terms and Conditions for required amounts. Awarded bidder must carry the required amount and will have the opportunity to comply.

NOTE: All suppliers **must** be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.'

NOTE: All suppliers must also be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a supplier or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Supplier or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned Supplier or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.

SEALED BIDS TO BE MAILED TO:
Missouri Department of Transportation
General Services Procurement
830 MoDOT Drive
Jefferson City, Missouri 65109
Clearly marked
Bid Request No. 6-061122
Bid opening 2:00 PM, Local Time
November 22, 2006

FIRM_____

STREET_____

CITY_____

STATE_____ZIP_____

TELEPHONE _____

PRINT NAME_____

Signature _____

Email _____

Missouri Department of Transportation ~ Statewide Fuel Bid by District

TERMINALS LOCATIONS FOR PRICE BENCHMARKING

The Missouri Department of Transportation will be using the following cities for its pricing of fuel for the listed Districts. We will work closely with each awarded supplier for exact terminals to subscribe to; as well as, which product description will be used in relation to the fuel type being purchased.

Districts 1 and 4	~	Kansas City
Districts 3 and 6	~	St. Louis
Districts 2 and 5	~	Columbia/Jefferson City
Districts 7 and 8	~	Carthage/Brookline
Districts 9 and 10	~	Cape Girardeau

D6

BQ9000 ACCREDITED PRODUCERS
As of July 2006

Peter Cremer North America
Cincinnati, OH
www.petercremerna.com
Mack Findley
(877) 901-7262

West Central
Ralston, IA
www.west-central.com
www.soypower.net
Don Irmen
(712) 830-1892

Johann Haltermann, Ltd.
Houston, TX 77015
www.dohaltermann.com
Michael Szady
(832) 376-2002

Arkansas Operations Eastman Chemical Company
Batesville, AR 72503
Gary McDonald
(870) 698-5355

Imperial Western Products, Inc.
Indio, CA
www.imperialwesternproducts.com
cwright@imperialwesternproducts.com
Curtis Wright
(760) 398-0815

AGP
Omaha, NE
www.agro.com
Steve Nogel
(800) 599-9209

There will be 2 more upcoming BQ9000 accredited producers of Bio-Diesel:
-Mexico, MO (**Mid-America Biofuels LLC**) – Early 2007
-Joplin, MO

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint ventures (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual ( ) partnership ( ) joint venture

( ) corporation, incorporated under laws of state of _____

Dated _____, _____.

Name of individual, all partners, or joint ventures: Address of each:

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

doing business under the name of:

Address of principal place of business in Missouri

_____ _____

(If using a fictitious name, show this name above in addition to legal names)

_____ _____

(If a corporation, show its name above)

ATTEST: (SEAL)

_____ _____

Secretary Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highway and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

_____

_____being first duly

sworn, deposes and says that he is _____
Title of Person Signing

Of_____

_____
Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires _____

ATTACHMENTS

The listing of shed locations and fuel tank sizes, as well as what type of fuel is at each location is provided. Other attachments include:

- A map showing the different zones for the District being bid.
- Terminal locations for each District
- Tank Capacity Information
- Specifications, MGS-03-02A, Diesel Fuel and MGS-03-01D, Diesel Fuel (Alternative Blend)
- COOP Purchasing Option
- Terms and Conditions
- Preference in Purchasing Products
- Sample Pricing Pages

D6

Missouri Department of Transportation

Bid Request No. 6-061122
November 22, 2006 Time 2:00 PM
DISTRICT 6

RE-BID PRICING PAGES

ZONE ST. LOUIS

Item a, E85 Fuel

Unleaded	Margin/Markup above/below OPIS Daily Closing Avg.	+/- $_____ *Margin*
Ethanol	Margin/Markup above/below OPIS Daily Closing Avg.	+/- $_____ *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

850 gal Ethanol **x** +/- $_____ *Margin* = _____

150 gal Unleaded **x** +/- $_____ *Margin* = _____ +/- $_____ *Evaluation Sum*

D6

ZONE JEFFERSON

Item a

(Section a, B20 Diesel Fuel)

Diesel	Margin/Markup above/below OPIS Daily Closing Avg.	+/- $_____ *Margin*
Bio-Diesel B100	Margin/Markup above/below OPIS Weekly Market Price Index	+/- $_____ *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

800 gal Diesel **x** +/- $_____ *Margin* = _____

200 gal B100 **x** +/- $_____ *Margin* = _____ +/- $_____ *Sum for Section a*

(Section b, B20 Diesel Fuel *Winter Months*

Diesel #1 and #2	Margin/Markup above/below OPIS Daily Closing Avg.	+/- $_____ *Margin*
Bio-Diesel B100	Margin/Markup above/below OPIS Weekly Market Price Index	+/- $_____ *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

800 gal Diesel **x** +/- $_____ *Margin* = _____

200 gal B100 **x** +/- $_____ *Margin* = _____ +/- $_____ *Sum for Section b*

Evaluation

$_____ *Sum from Section a* **x** **.5833** *(%, 7 of 12 months)* **=** $_____

$_____ *Sum from Section b* **x** **.4167** *(%, 5 of 12 months)* **=** $_____

TOTAL EVALUATION SUM FOR ITEM 2a +/- $_____

D6

ZONE JEFFERSON, continued

Item b, Unleaded Fuel

Unleaded	Margin/Markup above/below OPIS Daily Closing Avg.	+/- $_____ *Margin*

D6

SAMPLE PRICING PAGES FOR FUEL BID 6-061011

Summary of sample evaluation numbers

Bio-Diesel Fuel

Vendor 1: $177.00

Vendor 2: $ 80.13

Vendor 3: $139.09

Based on the above summary of evaluation numbers from the following pricing examples, Vendor 2 would be awarded Bio-Diesel per that zone for having the lowest evaluation number of all vendors.

As per the enclosed Draft Bid document, the associated margins below will be used for the actual pricing above the daily OPIS prices.

Summer

Diesel	$.2785
B100	-$.7550

Winter

Diesel	$.2785
B100	-$.6550

SAMPLE PRICING PAGES FOR FUEL BID 6-061011

Vendor #1

(Section a, B20 Diesel Fuel)

Diesel	Margin/Markup above/below OPIS Daily Closing Avg.	+/- **$ .3380** *Margin*
Bio-Diesel B100	Margin/Markup above/below OPIS Weekly Market Price Index	+/- **$-.5295** *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

800 gal Diesel ***x*** *+/- $.3380* *Margin* *= $270.40*

200 gal B100 ***x*** *+/- $-.5295* *Margin* *= $-105.90* +/- **$164.50** *Sum for Section a*

(Section b, B20 Diesel Fuel W*inter Months*)

Diesel #1 and #2	Margin/Markup above/below OPIS Daily Closing Avg.	+/- **$ .3380** *Margin*
Bio-Diesel B100	Margin/Markup above/below OPIS Weekly Market Price Index	+/- **$-.3795** *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

800 gal Diesel ***x*** *+/- $.3380* *Margin* *= $270.40*

200 gal B100 ***x*** *+/- $-.3795* *Margin* *= $-75.90* +/- ***$194.50*** *Sum for Section b*

Evaluation

$164.50 *Sum from Section a*	***x***	**.5833** *(%, 7 of 12 months)*	**=**	$95.95
$194.50 *Sum from Section b*	***x***	**.4167** *(%, 5 of 12 months)*	**=**	$81.05

TOTAL EVALUATION SUM FOR ITEM ***+/- $177.00***

Vendor #2

(Section a, B20 Diesel Fuel)

Diesel	Margin/Markup above/below OPIS Daily Closing Avg.	+/- **$ .2785** *Margin*
Bio-Diesel B100	Margin/Markup above/below OPIS Weekly Market Price Index	+/- **$-.7550** *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

800 gal Diesel **x** +/- *$.2785* *Margin* = *$222.80*

200 gal B100 **x** +/- *$-.7550* *Margin* = *$-151.00* +/- **$71.80** *Sum for Section a*

(Section b, B20 Diesel Fuel W*inter Months*)

Diesel #1 and #2	Margin/Markup above/below OPIS Daily Closing Avg.	+/- **$ .2785** *Margin*
Bio-Diesel B100	Margin/Markup above/below OPIS Weekly Market Price Index	+/- **$-.6550** *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

800 gal Diesel **x** +/- *$.2785* *Margin* = *$222.80*

200 gal B100 **x** +/- *$-.6550* *Margin* = *$-131.00* +/- ***$91.80*** *Sum for Section b*

Evaluation

$71.80 *Sum from Section a* **x** **.5833** *(%, 7 of 12 months)* **=** $41.88

$91.80 *Sum from Section b* **x** **.4167** *(%, 5 of 12 months)* **=** $38.25

TOTAL EVALUATION SUM FOR ITEM +/- $80.13

Vendor #3

(Section a, B20 Diesel Fuel)

Diesel	Margin/Markup above/below OPIS Daily Closing Avg.	+/- **$.3665** *Margin*
Bio-Diesel B100	Margin/Markup above/below OPIS Weekly Market Price Index	+/- **$-.6985** *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

800 gal Diesel	***x***	*+/- $.3665* *Margin*	*= $293.20*	
200 gal B100	***x***	*+/- $-.6985* *Margin*	*= $-139.70*	+/- **$153.50** *Sum for Section a*

(Section b, B20 Diesel Fuel W*inter Months*)

Diesel #1 and #2	Margin/Markup above/below OPIS Daily Closing Avg.	+/- **$.3055** *Margin*
Bio-Diesel B100	Margin/Markup above/below OPIS Weekly Market Price Index	+/- **$-.6275** *Margin*

Net Margin difference based on sample calculation, based on 1000 gal, FOB Destination

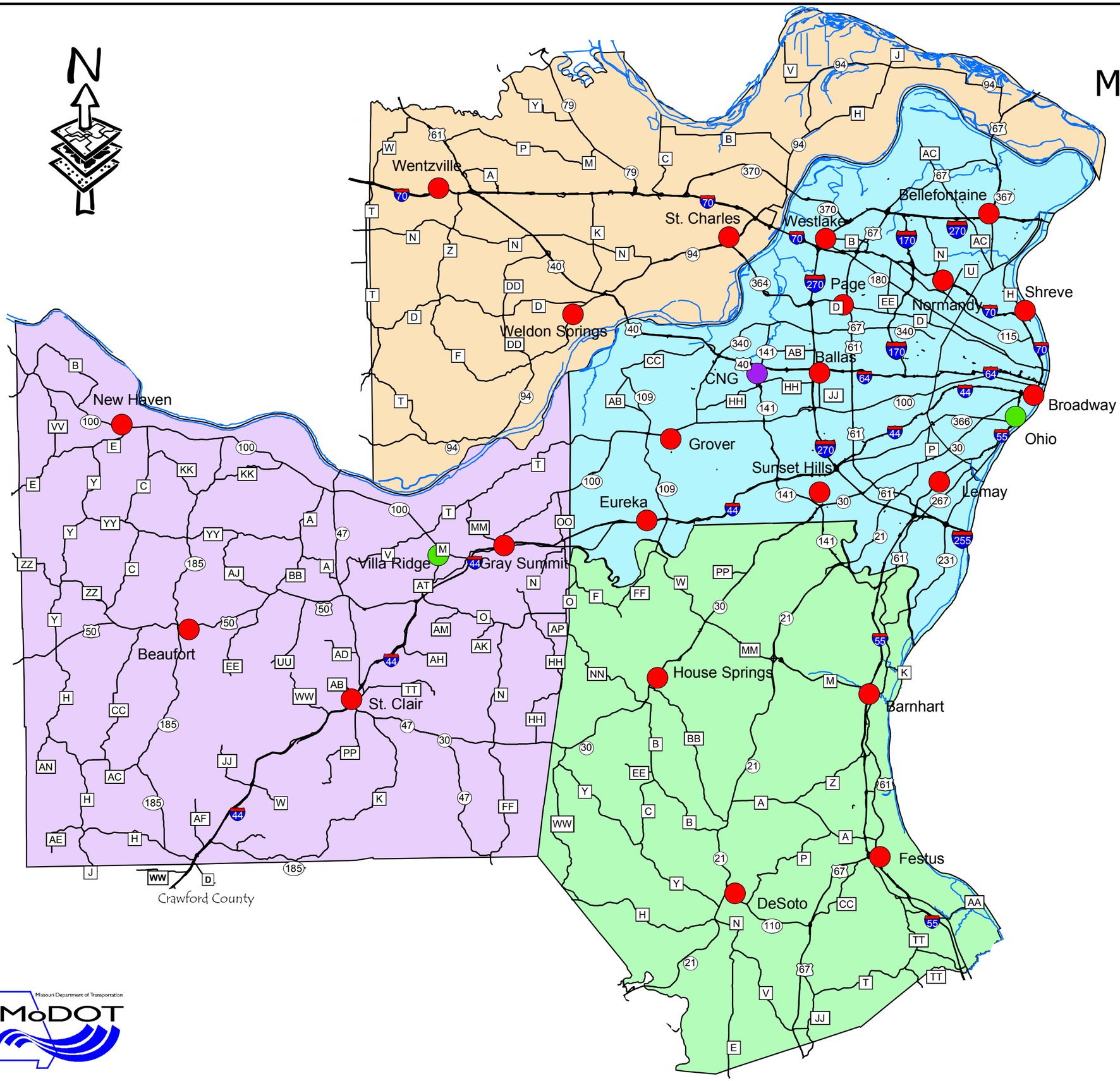
800 gal Diesel	***x***	*+/- $.3055* *Margin*	*= $244.40*	
200 gal B100	***x***	*+/- $-.6275* *Margin*	*= $-125.50*	+/- ***$118.90*** *Sum for Section b*

Evaluation

$153.50 *Sum from Section a*	***x***	**.5833** *(%, 7 of 12 months)*	**=**	$89.54
$118.90 *Sum from Section b*	***x***	**.4167** *(%, 5 of 12 months)*	**=**	$49.55

TOTAL EVALUATION SUM FOR ITEM +/- $139.09

District 6
Maintenance Fuel Stations



REGIONS

- St. Louis City
- St. Louis
- Jefferson
- Franklin
- St. Charles

- Maintenance Building
- CNG Lot
- Bridge Crew

Missouri Department of Transportation
MoDOT

MoDOT~District Six
Maintenance
June 2006

MISSOURI DEPARTMENT OF TRANSPORTATION
DISTRICT # 6
TANK CAPACITIES BY FUEL PER SHED
Bid # 6-061011

					B20	Reformulated Gas	E85
ZONE	CONTACT NAME	SHED PHONE #	CELL PHONE #	SHEDS	TANK SIZE	TANK SIZE	TANK SIZE
ZONE ST. LOUIS	Mark Truskoski	314-340-7166	314-954-6879	Broadway	2,000	500	
	Mark Truskoski	314-340-7166	314-954-6879	Broadway	1,500		
	Chuck Wills	314-877-0140	314-713-6270	Hampton	1,500	500	
	Chuck Wills	314-877-0140	314-713-6270	Hampton	2,000		
	Steve Armstrong	314-352-3850	314-540-6230	Ohio Bridge	1,500	500	
	Dan Cronin	314-877-2480	314-719-9355	Shreve	1,500	500	
	Rick Schneider	314-340-3985	314-560-6213	Ballas	2,000	1,000	
	Rick Schneider	314-340-3985	314-560-6213	Ballas	2,000		
	Bob Zahner	314-301-1422	314-301-1400	Barrett Station	5,200	2,000	
	Terry Lancaster	314-340-2605	314-223-1032	Bellefontaine	1,500	500	
	Bob Zahner	314-340-4257	314-301-1400	Chesterfield	5,200	12,000	
	Bob Zahner	314-340-4257	314-301-1400	Chesterfield			6,000
	Lou Swagulski	636-938-5960	314-223-1035	Eureka	2,000	1,000	
	Scott Washausen	636-225-2338	636-225-2338	Fenton Construction		1,000	
	John Dixon Jr.	636-458-4738	314-223-1038	Grover	1,500	500	
	Norm Nesser	314-631-4527	314-280-5307	Lemay	2,000	1,000	
	Castor Clay	314-877-2492	314-223-1033	Normandy	1,500	500	
	Castor Clay	314-877-2492	314-223-1033	Normandy	2,000		
	Don Redmond	314-567-4421	314-223-1044	Page	1,500	500	
	Kathy Gettemeier	314-842-2174	314-581-0531	Sunset Hills	1,500	500	
	Kathy Gettemeier	314-842-2174	314-581-0531	Sunset Hills	2,000		
	Linda Mantia	314-739-4992	314-223-1053	Westlake	2,000	1,000	
	Linda Mantia	314-739-4992	314-223-1053	Westlake	2,000		
ZONE JEFFERSON	Bob North	636-464-0782	314-280-5308	Barnhart	2,000		
	Ron Schlett	636-586-3346	314-223-1034	Desoto	2,000	1,000	
	Duke Reynolds	636-931-5489	314-223-1036	Festus	2,000	1,000	
	Charlie Crull	636-285-3666	314-223-1040	House Springs	2,000	1,000	
ZONE FRANKLIN	Phil Walka	573-484-3541	314-223-1031	Beaufort	2,000	500	
	Brad Meyer	636-451-2693	314-267-1037	Gray Summit	2,000	500	
	Brad Meyer	636-451-2693	314-267-1037	Gray Summit	2,000		
	Jim Pruessner	573-237-3650	314-223-1041	New Haven	2,000	1,000	
	Dean Laboube	636-629-2697	314-565-2810	St. Clair	2,000	1,000	
	Sam Price	636-742-4612	314-560-6245	Villa Ridge	2,000	500	
ZONE ST. CHARLES	John Hodge	636-926-1250	314-223-1045	St. Charles	2000	1000	
	John Hodge	636-926-1250	314-223-1045	St. Charles	2000		
	Robert Smith	636-441-8471	314-223-1050	Weldon Spring	2000	1000	
	John Hodge	636-332-8447	314-223-1049	Wentzville	2000	1000	

MATERIAL GENERAL SERVICES SPECIAL PROVISIONS
DIESEL FUEL MGS-03-02A

1.0 DESCRIPTION. This specification covers diesel fuel blends for use in Missouri Department of Transportation equipment designed to operate on diesel fuel oils.

2.0 GENERAL.

2.1 Diesel fuel shall be a blend of low sulfur, on-highway diesel fuels, free from grit, acid, and fibrous or other foreign material likely to clog or injure pumps, injectors, valves, filters, etc. The color of the delivered fuel shall not be red.

3.0 COMPOSITION.

3.1 During the period from November 1 through March 31, diesel fuel supplied under this specification may consist of a blend of No. 1-D and No. 2-D diesel, provided the amount of No. 1-D diesel in the blend does not exceed 40% and the fuel meets low-temperature operability requirements. During the period from April 1 through October 31, the fuel supplied shall not contain No. 1-D diesel.

4.0 TESTING.

4.1 The fuel blend shall meet the Missouri requirements for diesel fuel (ASTM D 975, Standard Specification for Diesel Fuel Oils).

4.2 During the period from November 1 through March 31, a winter grade of diesel fuel shall be supplied and shall exhibit low temperature operability as verified by the Cloud Point, the Low Temperature Flow Test, or a combination of the Cold Filter Plugging Point and the Cloud Point as follows:

Low Temperature Operability Requirements	
Cloud Point, (ASTM D 2500), °F (°C), max.	-14 (-25)
Low Temperature Flow Test (LTFT) (ASTM D 4539), °F (°C), max.	-14 (-25)
Cold Filter Plugging Point (CFPP) (ASTM D 6371), °F (°C), max.	-14 (-25)

4.2.1 It is the supplier's option which of the above tests is used to test and certify the low temperature operability of the fuel, however, if the Cold Filter Plugging Point (CFPP) test is used to qualify the fuel, the Cloud Point shall have a maximum value no higher than 4°F (-16°C). Certified test results shall be supplied with the response to the request for bid for the test(s) selected to certify the fuel. Any time that the low-temperature operability characteristics of the fuel changes, independent laboratory testing shall be performed to verify that the low temperature operability requirements are in accordance with this specification and the fuel shall be re-certified. The supplier's authorized representative shall sign certifications.

4.2.2 The Department reserves the right to examine the bills of lading covering shipments of blending fuels and fuel blends supplied under this specification. The supplier shall provide ready access to all required documentation to verify compliance.

4.2.3 In addition to the requirements of Sec 3.1 that allow blending with No. 1-D fuel, the use of additives is permitted providing the blend meets the low temperature operability requirements of Section 4.2.

4.2.4 Acceptable alternative test procedures for the Cloud Point test are ASTM D 5771, Cloud Point of Petroleum Products (Optical Detection Stepped Cooling Method), ASTM D 5772, Cloud Point of Petroleum Products (Linear Cooling Rate Method) or ASTM D 5773, Cloud Point of Petroleum Products (Constant Cooling Rate Method).

5.0 SAMPLING AND ACCEPTANCE.

5.1 Samples will be taken at destination during offloading of the fuel into Department tanks. Offloading shall not commence until the Department representative has been notified.

5.2 With the response to each request for bid, the supplier shall furnish a signed certification stating that the fuel to be delivered under the bid will meet all requirements of this specification. The signed certification statement shall be as follows:

> This certifies that all fuel shipments made by this company under this bid will comply with MoDOT specifications for the fuel grade specified.

Signature: _____

5.3 Acceptance will be based on the certification furnished by the supplier and the results of any testing deemed necessary by the Department.

5.4 The supplier shall guarantee the removal and/or replacement of any shipment that does not meet the requirements of the specification. It is expressly understood that existing fuel contained in Department tanks that is contaminated by supplied fuel that is not in accordance with these specifications shall also be replaced completely at the expense of the supplier.

6.0 ORDERING INFORMATION. The specification material will be set forth in the bid request.

DIESEL FUEL (ALTERNATIVE FUEL BLEND) MGS 03-01D

1.0 DESCRIPTION. This specification covers Grade B20 Alternative Fuel Blends for use in Missouri Department of Transportation equipment designed to operate on diesel fuel oils.

2.0 GENERAL. Grade B20 Alternative Fuel Blend shall be a blend of low sulfur, on-highway petroleum-diesel and B100 Biodiesel, free from grit, acid, and fibrous or other foreign material likely to clog or injure pumps, injectors, valves, filters, etc. The B20 fuel must be blended prior to delivery to Department tanks. The color of the delivered fuel shall not be red.

3.0 COMPOSITION

3.1 Grade B20 Alternative Fuel Blend shall be a blend of petroleum-diesel and Biodiesel containing a minimum of 20% and a maximum of 21% of grade B100 Biodiesel from a BQ-9000 supplier.

3.2 During the period from November 1 through March 31, diesel fuel supplied under this specification may consist of a blend of No. 1-D and No. 2-D diesel, provided the amount of No. 1-D diesel in the blend does not exceed 40% and the fuel meets the low-temperature operability requirements. During the period from April 1 through October 31, the fuel supplied shall not contain No. 1-D diesel.

4.0 TESTING.

4.1 The petroleum diesel portion of the fuel blend shall meet the Missouri requirements for diesel fuel (ASTM D 975, Standard Specification for Diesel Fuel Oils).

4.2 The Biodiesel portion of the fuel blend shall comply with the National Biodiesel Board Biodiesel specification for pure Biodiesel and shall meet the requirements of the ASTM Biodiesel Specification ASTM D 6751.

4.3 During the period from November 1 through March 31, a winter grade of diesel fuel shall be supplied and shall exhibit low temperature operability as verified by the Cloud Point, the Low Temperature Flow Test, or a combination of the Cold Filter Plugging Point and the Cloud Point as follows:

Low Temperature Operability Requirements	
Cloud Point, (ASTM D 2500), °F (°C), max.	-14 (-25)
Low Temperature Flow Test (LTFT) (ASTM D 4539), °F (°C), max.	-14 (-25)
Cold Filter Plugging Point (CFPP) (ASTM D 6371), °F (°C), max.	-14 (-25)

4.3.1 It is the supplier's option which of the above tests is used to test and certify the low temperature operability of the fuel, however, if the Cold Filter Plugging Point (CFPP) test is used, the Cloud Point shall have a maximum value no higher than 4°F (-16°C). Certified test results shall be supplied with the response to the request for bid for each test selected to certify the fuel. Any time that the low-temperature operability characteristics of the fuel blend changes, independent laboratory testing shall be performed to verify that the low temperature operability requirements are in accordance with this specification and the fuel shall be re-certified. The supplier's authorized representative shall sign certifications.

4.3.2 The Department reserves the right to examine the bills of lading covering shipments of both the petroleum diesel and Biodiesel portions of the blends supplied under this specification. The supplier shall provide ready access to all required documentation to verify compliance.

4.3.3 In addition to blending with No. 1-D fuel, the use of additives is permitted providing the blend meets the low temperature operability requirements of Section 4.3.

4.3.4 Acceptable alternative test procedures for the Cloud Point test are ASTM D 5771, Cloud Point of Petroleum Products (Optical Detection Stepped Cooling Method), ASTM D 5772, Cloud Point of Petroleum Products (Linear Cooling Rate Method) or ASTM D 5773, Cloud Point of Petroleum Products (Constant Cooling Rate Method).

5.0 SAMPLING AND ACCEPTANCE.

5.1 Samples may be taken at the destination during offloading of the fuel into Department tanks. Offloading shall not commence until the Department representative has been notified.

5.2 With the response to each request for bid, the supplier shall furnish a signed certification stating that all fuel to be delivered under the bid will meet all requirements of this specification. The signed certification statement shall be as follows:

> This certifies that all fuel shipments made by this company under this bid will comply with MoDOT specifications for the fuel grade specified.
>
> Signature: _____

5.3 Acceptance will be based on the certification furnished by the supplier and the results of any testing deemed necessary by the Department.

5.4 The supplier shall guarantee the removal and/or replacement of any shipment that does not meet the requirements of the specification. It is expressly understood that existing fuel contained in Department tanks that is contaminated by fuel that does not comply with these specifications shall also be replaced.

6.0 ORDERING INFORMATION. The specification material will be set forth in the bid request.

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 **Bio-diesel (B100), #2 Ultra Low Sulfur Diesel, #1 Ultra Low Sulfur Diesel when required to meet fuel specifications, Unleaded, and Ethanol** 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 **Bio-diesel (B100), #2 Ultra Low Sulfur Diesel, #1 Ultra Low Sulfur Diesel when required to meet fuel specifications, Unleaded, and Ethanol** 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 _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

Form E-15
(Rev. 8-95)

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RSMo, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RSMo, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RSMo, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RSMo, during performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RSMo, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars ($25,000.00). If your total bid is Twenty-Five Thousand Dollars ($25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with the bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing on the reverse side of this form.

[ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RSMo, check the box at left.

[ ] If only one line of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RSMo, check the box at left and list the item number(s) here:

_____

_____

[ ] **If any or all** of the goods or products specified in the attached bid which you proposed to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RSMo, then: (a) check the box at left; (b) list below by item number the country other than the United States where each goods or product you propose to furnish is manufactured or produced; and (c) check the box(es) at left of the paragraphs below if applicable, and list the corresponding item numbers in the spaces provided.

COMPLETE REVERSE SIDE

Item Number(s)	Location Where Item Manufactured or Produced

(use additional sheet if necessary)

[ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Item number(s) _____

_____

[ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Item number(s) _____

_____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making a false declaration (Section 575.060, RSMo) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RSMo.

Form E-14
(Rev. 5-88)

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidder's attention is directed to Section 34.076 RS Mo. 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

All bidders must furnish the information requested below.

FOR CORPORATIONS:

State in which incorporated _____

FOR OTHERS:

State of domicile _____

FOR ALL BIDDERS:

List address of Missouri offices or places of business.

_____

_____

_____

_____

_____

_____

_____

_____

MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

BY _____
(Signature)

NOTE: For bid to be considered, the attachment entitled "Preference In Purchasing Products" must be on file in this office and must be dated in the current calendar year.

STANDARD SOLICITATION PROVISIONS

a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.

b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.

d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.

e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.

f. **For bids/proposals of $25,000** or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.

g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.

h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post –award contract.

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 purchase order and/or notice to proceed.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

a. 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 fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.

b. 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.

c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

d. 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.

e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

   1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

c. 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.

Preferences

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.

2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents**. Applies if bid is Twenty-Five Thousand Dollars ($25,000.00) or more.**

c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

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.

Warranty

a. 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 MoDOT, (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.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

a. 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.

Indemnification

a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.

b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.

c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.