

BID FORM

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

REQUEST NO. 1
DATE: June 1, 2023

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL <p align="center">2 PM Central Time, June 23, 2023</p> AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.	<p align="center">BIDS TO BE BASED F.O.B. PEMISCOT COUNTY PORT AUTHORITY</p> Submit net bid as cash discount stipulations will not be considered <p align="center">F.O.B. Destination</p> <p align="center">Pemiscot County Port Authority 910 East State Hwy 84, Caruthersville, MO 63830</p>
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SIGN AND RETURN BEFORE TIME SET FOR OPENING.

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

SUPPLIES OR SERVICES

This Request for Bid (RFB) is to establish a contract to **provide Building AND Associate Materials specified in Section 2**, herein with a contract period of sixty (60) days from Notice to Proceed.

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

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

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

Date: _____ Telephone No.: _____ Fax No.: _____ Email Address: _____ _____	Firm Name: _____ Address: _____ _____ By (Signature): _____ Type/Print Name: _____ Title: _____
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1. Introduction

- a. The Bidder shall **provide Building AND Associate Materials as specified in Section 2**, herein to the Pemiscot County Port Authority (PCPA) hereinafter referred to as "PCPA" in accordance with the provisions and requirements stated herein.
- b. Unless otherwise noted, the Bidder shall furnish all material, labor, facilities, equipment and supplies necessary to provide the material required herein.
- c. The contract period shall be from Notice to Proceed and delivered within sixty (60) days after Notice to Proceed.

2. Products

- a. BUILDING MATERIALS
 - i. The materials specified below shall meet common standards for the construction of a 75-foot wide, 120-foot long, 20-foot tall (75x120x20) 4 Rigid Frames, Clear Span Metal Building.
- b. Building AND Associate Material Details:
 - i. Front and Back Eave Height 20, Peak Offset 30.
 - ii. Front and Back Slope: 1:12.
 - iii. Sidewall Bays: 4 at 25 feet, 1 at 20 feet.
 - iv. Live Load 20, Wind Load 115 mph, Ground Snow Load 10.
 - v. Right End Wall Frame Type: Bearing, Bay Spacing: 3 at 25 feet.
 - vi. Left End Wall Frame Type: Bearing, Bay Spacing: 3 at 25 feet.
 - vii. One 16 x 16-foot Framed Opening on Front Sidewall for Overhead Door.
 - viii. One 18 x 18-foot Framed Opening on Right End Wall for Overhead Door.
 - ix. 26 Gage PBR Galvalume Roof.
 - x. 26 Gage PBR Sil Poly Colored Wall Panels
 - xi. Three (3) 3070 Walk Doors Keyed Alike
 - xii. Gutter and Downspouts.
 - xiii. 26 Gage 8-foot liner sheets.
 - xiv. 16X16 foot Insulated Overhead Door.
 - xv. 18x18 foot Insulated Overhead Door.
- c. Delivery
 - i. The Bidder shall deliver material and components specified herein to Pemiscot County Port Authority, 910 East State Hwy 84, Caruthersville, MO 63830.
 - ii. The starting date is upon receipt of Notice to Proceed and the completion date for the delivery of the materials and components shall be sixty (60) days from Notice to Proceed.
 - iii. If the date the purchase order is issued is less than 15 days from the completion date, the Bidder shall be given an extension for delivery. The Bidder shall be given at a minimum 15 days to deliver upon issuance of a purchase order.

- iv. All deliveries are to be made during normal working hours (7am-5pm) unless prior arrangements have been made with the PCPA office or John Ferguson II. Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the vendor or hauler and the PCPA.
- v. Ordered materials and components not delivered by contract completion date(s) may be subject to cancellation by PCPA.

3. **Liquidated Damages**

- a. The Bidder shall agree and understand that providing **Building AND Associate Materials** in accordance with the requirements stated herein is considered critical to the efficient operations of PCPA. However, since the amount of actual damages would be difficult to establish in the event the Bidder fails to comply with the contractual requirements, the Bidder shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- b. In the event the Bidder fails to provide the specified services for **Building AND Associate Materials** in accordance with the contractual requirements specified herein, the Bidder shall be assessed liquidated damages in the amount of \$250.00 per day for each such delinquent day.
- c. The Bidder shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the Bidder or paid by the Bidder as a direct payment to the PCPA, at the sole discretion of the PCPA.
- d. The Bidder shall understand that the liquidated damages described herein shall not be construed as a penalty.
- e. The Bidder shall agree and understand that all assessments of liquidated damages shall be within the discretion of the PCPA and shall be in addition to, not in lieu of, the rights of the PCPA to pursue other appropriate remedies.

4. **Invoicing and Payment Requirements**

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

5. **Bid Submission**

- a. All bids must be received in a sealed envelope clearly marked "**Building AND Associate Materials**".
- b. All bids must be received at the physical address listed below by.

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

6. **Pricing Pages –**

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

7. Bid Guaranty/Contract Bond:

- a. The following are guidelines for each bid guaranty and contract bond to be submitted by the bidder with the bids:
 - i. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Pemiscot County Port Authority for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Pemiscot County Port Authority" in an amount equal to One Hundred (100%) of the contract price.
 - ii. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
 - iii. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
 - iv. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Port Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.
 - v. Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest responsive bid.
 - vi. Cost Determination – The low bid shall be determined by reviewing each line item separately.
 - vii. Contract Award – The contract will be awarded to the lowest responsive Bidder determined as specified above.
 - viii. Award of this bid will be made on an "Item-By-Item" basis after reviewing all options, and by using the lowest responsive bid, providing the prices are acceptable to the Port Commission.
 - ix. In the event of tie low bids, the Port Commission reserves the right to establish the method to be used in determining the award.

8. Open Competition/Request for Bid Document

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise PCPA if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the PCPA, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

BUILDING AND ASSOCIATE MATERIALS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

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

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

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

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

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

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

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

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