

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
830 MoDOT DRIVE – P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	2-101208AS		
DATE	November 22, 2010		
PAGE NO.	1	NO. OF PAGES	32

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

**December 8, 2010 at 10:00 AM CST**

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

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

FOB Destination

Locations as referenced in bid

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

<b>BUYER:</b>	Angela Sutton Procurement Agent	<b>BUYER TELEPHONE:</b>	573.526.7929
		<b>BUYER EMAIL:</b>	Angela.Sutton@modot.mo.gov

**SUPPLIES OR SERVICES**

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

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

**\*\*The bidder must use the firm name under which he/she is registered to do business in the State of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. Failure to use the correct firm name on all bid documents will result in delaying the contract award.**

**All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.**

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

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

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

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**1. Introduction**

- 1.1 The contractor shall provide Corrugated Metal Pipe (CMP), end sections and bands to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from the Notice to Proceed through April 30, 2011, with the option for one (1) 6 month renewal period.
  - a. If MoDOT exercises the renewal option, the contractor shall agree to all terms and conditions of this bid and all subsequent amendments. The requirements for future months shall remain the same. MoDOT does not automatically grant a price increase at the time of renewal.
  - b. In the event the contractor requests a price increase during the renewal period, the contractor must provide a written request and documentation justifying the need for a price increase and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
  - c. In the event a price increase is granted due to an approved escalation, the renewal increase shall be based upon the current contract value.

**2. Specifications**

- 2.1 Corrugated Metal Pipe will be used for maintenance purposes. This material shall meet the enclosed MoDOT specification designated as MGS-91-11G.
- 2.2 5 x 1 inch corrugations may be permitted at the District's discretion. Districts will indicate if they will accept 5 x 1 inch corrugations with their orders.
- 2.3 Districts may specify gauge thickness on pricing page.
- 2.4 It will be the responsibility of the supplier to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate by MoDOT, and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.
- 2.5 All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

**3. Quantities**

- 3.1 The quantities identified on the Pricing Pages are estimates only. The successful bidder may be requested to furnish more or less than the estimated quantities.
- 3.2 Pricing must be submitted on all sizes included on the Pricing Pages. MoDOT wants to establish pricing for sizes that may not have estimated quantities.
- 3.3 MoDOT does not guarantee any specific quantities required from the contractor.
- 3.4 MoDOT may issue purchase orders throughout the duration of the contract on an as needed basis.

**4. Delivery**

- 4.1 All orders shall be delivered to various MoDOT maintenance facilities as identified by each purchase order.
- 4.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 4.3 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the contractor and the appropriate MoDOT district office.

- 4.4 The contractor shall give the appropriate District Office or other designated contact person(s) at least twenty-four (24) hours notice prior to making delivery to a maintenance facility.

**5. Invoicing and Payment Requirements**

- 5.1 The bidder shall provide a firm, fixed price for providing the deliverables/services in accordance with the provisions and requirements specified herein. All costs associated with providing the required deliverables/services shall be included on the pricing pages.
- 5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

**6. Bid Submission:**

- 6.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 a.m., CST, December 8, 2010.**

**RFB Coordinator:**

**Ms. Angela Sutton, Procurement Agent**  
**Missouri Department of Transportation**  
**830 MoDOT Drive; Jefferson City, MO 65109**  
**P.O. Box 270; Jefferson City, MO 65102**  
**PHONE: (573) 526-7929; FAX: (573) 526-1218**  
**EMAIL: [Angela.Sutton@modot.mo.gov](mailto:Angela.Sutton@modot.mo.gov) (Questions Only)**

- 6.2 All bids must be received in a sealed package clearly marked “CMP”
- 6.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 6.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 6.5 **Cost Determination** – The low bid shall be determined by reviewing each line item separately for all sizes.
- 6.6 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on a “District-by-District” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- b. Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 6.7 **Open Competition/Request for Bid Document**
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

PRICING PAGES

The bidder shall provide firm, fixed prices on the PRICING PAGES in accordance with the terms of this request. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Pricing must be established on all sizes listed.

**DISTRICT 1**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	560		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
40	560	14	Rushville

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	920		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
40	920	23	Rushville

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE	PRICE FOR 12" GAUGE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	1205			

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	Eagleville
25	125	6	Eagleville
30	60	2	Eagleville
40	920	23	Rushville

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE	PRICE FOR 12" GAUGE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	1665			

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	120	6	Eagleville
25	275	11	Eagleville
30	120	4	Eagleville
20	120	6	Bethany
30	90	3	Coffey
20	100	5	Coffey
40	840	21	Rushville

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 1 PRICING PAGE (continued)**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE	PRICE FOR 12" GAUGE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	1405			

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	60	3	Eagleville
25	50	2	Eagleville
30	90	3	Eagleville
20	120	6	Gallatin
25	25	1	Gallatin
20	120	6	Bethany
25	100	4	Coffey
30	120	4	Coffey
40	720	18	Rushville

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE	PRICE FOR 12" GAUGE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	315			

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	100	4	Gallatin
30	60	2	Gallatin
20	100	5	Bethany
25	25	1	Coffey
30	30	1	Coffey

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE	PRICE FOR 12" GAUGE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	370			

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	75	3	Eagleville
20	120	6	Bethany
25	25	1	Coffey
30	30	1	Coffey
40	120	3	Rushville

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE	PRICE FOR 12" GAUGE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	450			

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	Eagleville
25	150	6	Eagleville
20	40	2	Gallatin
20	60	3	Bethany
30	120	4	Coffey

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 1 PRICING PAGE (continued)**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960540	PIPE, CORRUGATED METAL, 66" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE	PRICE FOR 12" GAUGE
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	65			

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	40	2	Gallatin
25	25	1	Gallatin

**24" BAND W/BOLTS & NUTS**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	1	
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	1	
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	10	
2102980440	BAND W/ BOLTS & NUTS, CMP, 21" DIAMETER	1	
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	18	
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	30	
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	26	
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	7	
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	16	
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	5	
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	5	
2102980530	BAND W/ BOLTS & NUTS, CMP, 66" DIAMETER	1	
2102980540	BAND W/ BOLTS & NUTS, CMP, 72" DIAMETER	1	

**\*Delivery for these items may include the following locations: Rushville, Eagleville, Gallatin, Bethany, and Coffey.**

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 2 PRICING PAGE**

The following pipe must meet the following gauge requirements.

16 Gauge Thickness - 12 inch pipe 15 inch pipe 18 inch pipe 21 inch pipe 24 inch pipe 30 inch pipe	14 Gauge Thickness - 36 inch pipe 42 inch pipe 48 inch pipe 54 inch pipe 60 inch pipe 66 inch pipe 72 inch pipe
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COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	40		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	40	2	TRENTON

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	1770		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	40	2	BROOKFIELD
20	40	2	CHILLICOTHE
30	60	2	CHILLICOTHE
20	80	4	GREEN CITY
20	60	3	KEYTESVILLE
30	60	2	KEYTESVILLE
20	160	8	MILAN
20	40	2	PRINCETON
20	80	4	TRENTON
20	80	4	BOSWORTH
20	700	35	FAYETTE
30	210	7	FAYETTE
20	80	4	MARSHALL
20	80	4	MARSHALL JCT

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	1070		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	140	7	BROOKFIELD
20	140	7	CHILLICOTHE
20	40	2	GREEN CITY
20	160	8	MILAN
20	40	2	PRINCETON
20	80	4	TRENTON
20	80	4	BOSWORTH
20	100	5	FAYETTE
30	90	3	FAYETTE
20	120	6	MARSHALL
20	80	4	MARSHALL JCT

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 2 PRICING PAGE (continued)**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	1430		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	40	2	BROOKFIELD
20	200	10	CHILLICOTHE
20	40	2	GREEN CITY
20	60	3	KEYTESVILLE
30	60	2	KEYTESVILLE
20	120	6	LANCASTER
20	40	2	MILAN
20	40	2	PRINCETON
20	120	6	TRENTON
20	80	4	BOSWORTH
20	280	14	FAYETTE
30	150	5	FAYETTE
20	80	4	MARSHALL
20	120	6	MARSHALL JCT.

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	780		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	140	7	CHILLICOTHE
20	120	6	KEYTESVILLE
20	20	1	LANCASTER
20	120	6	MILAN
20	140	7	FAYETTE
30	240	8	FAYETTE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	670		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	CHILLICOTHE
20	120	6	KEYTESVILLE
20	40	2	LANCASTER
20	240	12	MILAN
20	80	4	FAYETTE
30	90	3	FAYETTE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	1		

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 2 PRICING PAGE (continued)**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	730		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	BROOKFIELD
20	120	6	CHILLICOTHE
20	60	3	GREEN CITY
30	30	1	GREEN CITY
20	120	6	KEYTESVILLE
20	20	1	LANCASTER
20	120	6	MILAN
30	60	2	MILAN
30	60	2	FAYETTE
20	60	3	MARSHALL

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	60		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	60	2	BROOKFIELD

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	20		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	20	1	BROOKFIELD
30	30	1	BROOKFIELD
30	60	2	KIRKSVILLE
20	120	6	MILAN
10	10	1	MARSHALL
20	40	2	MARSHALL

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960540	PIPE, CORRUGATED METAL, 66" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	20		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	20	1	CHILLICOTHE
30	30	1	CHILLICOTHE

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 2 PRICING PAGE (continued)**

**24" BAND W/BOLTS & NUTS**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	1		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	32		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	20		
2102980440	BAND W/ BOLTS & NUTS, CMP, 21" DIAMETER	1		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	23		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	9		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	13		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	1		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	19		
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	1		
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	5		
2102980530	BAND W/ BOLTS & NUTS, CMP, 66" DIAMETER	1		
2102980540	BAND W/ BOLTS & NUTS, CMP, 72" DIAMETER	1		

\*Delivery for these items may include the following locations: Trenton, Green City, Milan, Princeton, Fayette, Keytesville, Chillicothe, Brookfield, and Marshall Jct.

**ARCH SECTIONS**

The following pipe must meet the following gauge requirements.

14 Gauge Thickness - 30 inch pipe

12 Gauge Thickness - 48 inch pipe

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960216	PIPE, CORRUGATED METAL 35IN X 24IN FLARED ARCH B-5= 30" DIA	50		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	20	1	CHILLICOTHE
30	30	1	CHILLICOTHE
40	40	1	MILAN

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960350	PIPE, CORRUGATED METAL 57IN X 38IN FLARED ARCH B-8= 48" DIA	45		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	20	1	MARSHALL
25	25	1	MARSHALL

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980050	BAND W/BOLTS & NUTS ' FLARED ARCH CMP, B5=30" DIA	1		
2102980080	BAND W/BOLTS & NUTS ' FLARED ARCH CMP, B8=48" DIA	1		

\*Delivery for these items may include the following locations: Chillicothe and Marshall.

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 3 PRICING PAGE**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	2060		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	600	30	CANTON
20	600	30	HANNIBAL
20	340	17	MEMPHIS
20	200	10	SHELBINA
20	160	8	EDINA
40	160	4	EDINA

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	2015		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	700	35	CANTON
20	700	35	HANNIBAL
20	240	12	MEMPHIS
20	160	8	SHELBINA
50	50	1	EDINA
40	120	3	EDINA
45	45	1	EDINA

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	2065		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	780	39	CANTON
20	400	20	HANNIBAL
20	300	15	MEMPHIS
20	240	12	SHELBINA
45	45	1	EDINA
20	260	13	EDINA
40	40	1	EDINA

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	540		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	360	18	CANTON
20	60	3	MEMPHIS
20	120	6	SHELBINA

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 3 PRICING PAGE (continued)**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	980		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	600	30	CANTON
20	340	17	HANNIBAL
20	40	2	MEMPHIS

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	380		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	200	10	CANTON
20	180	9	HANNIBAL

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	200		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	WAYLAND
25	100	4	EDINA

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	120		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	60	3	CANTON
20	60	3	SHELBINA

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	160		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	160	8	WAYLAND

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 3 PRICING PAGE (continued)**

**24" BAND W/BOLTS & NUTS**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	1		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	66		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	61		
2102980440	BAND W/ BOLTS & NUTS, CMP, 21" DIAMETER	1		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	83		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	17		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	40		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	15		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	7		
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	1		
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	4		
2102980530	BAND W/ BOLTS & NUTS, CMP, 66" DIAMETER	1		
2102980540	BAND W/ BOLTS & NUTS, CMP, 72" DIAMETER	2		

\*Delivery for these items may include the following locations: Shelbina, Canton, Wayland, Hannibal, Memphis, and Edina.

**ARCH SECTIONS**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960350	PIPE, CORRUGATED METAL 57IN X 38IN FLARED ARCH B-8= 48" DIA	80		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	CANTON

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980080	BAND W/BOLTS & NUTS ' FLARED ARCH CMP, B8=48" DIA	3		

\*Delivery for these items may include the following locations: Canton.

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

DISTRICT 4 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	210		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	210	7	HARRISONVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	480		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	120	4	KEARNEY
20	120	6	HARRISONVILLE
30	240	8	HARRISONVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	HARRISONVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	1		

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 4 PRICING PAGE (continued)**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960540	PIPE, CORRUGATED METAL, 66" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	1		

**24" BAND W/BOLTS & NUTS**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	1		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	9		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	8		
2102980440	BAND W/ BOLTS & NUTS, CMP, 21" DIAMETER	1		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	4		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	4		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	1		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	1		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	1		
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	1		
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	1		
2102980530	BAND W/ BOLTS & NUTS, CMP, 66" DIAMETER	1		
2102980540	BAND W/ BOLTS & NUTS, CMP, 72" DIAMETER	1		

**\*Delivery for these items may include the following locations: Harrisonville and Kearney.**

**END SECTION FLARED**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE PER LF	EXTENDED PRICE
2102935190	CULVERTS: END SECTIONS, FOR PIPE FLARED CORRUGATED METAL, 18" DIAMETER	4		

**\*Delivery for these items may include the following locations: Kearney.**

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 5 PRICING PAGE**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	OWENSVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	656		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	500	25	OWENSVILLE
26	156	6	HUGHESVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	572		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	500	25	OWENSVILLE
36	72	2	HUGHESVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	144		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	OWENSVILLE
44	44	1	HUGHESVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	OWENSVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	OWENSVILLE

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 5 PRICING PAGE (continued)**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	OWENSVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960540	PIPE, CORRUGATED METAL, 66" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	1		

**24" BAND W/BOLTS & NUTS**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	1		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	1		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	1		
2102980440	BAND W/ BOLTS & NUTS, CMP, 21" DIAMETER	1		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	1		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	1		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	1		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	1		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	1		
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	1		
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	1		
2102980530	BAND W/ BOLTS & NUTS, CMP, 66" DIAMETER	1		
2102980540	BAND W/ BOLTS & NUTS, CMP, 72" DIAMETER	1		

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

DISTRICT 9 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	320		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
16	320	20	CENTERVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	60		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
3	60	20	CENTERVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
5	100	20	CENTERVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	1		

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**DISTRICT 9 PRICING PAGE (continued)**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960540	PIPE, CORRUGATED METAL, 66" DIAMETER	1		

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	1		

**24" BAND W/BOLTS & NUTS**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	1		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	1		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	9		
2102980440	BAND W/ BOLTS & NUTS, CMP, 21" DIAMETER	1		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	3		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	1		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	5		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	1		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	1		
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	1		
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	1		
2102980530	BAND W/ BOLTS & NUTS, CMP, 66" DIAMETER	1		
2102980540	BAND W/ BOLTS & NUTS, CMP, 72" DIAMETER	1		

\*Delivery for these items may include the following locations: Centerville.

**CMP ARCH SECTIONS**

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960216	PIPE, CORRUGATED METAL 35IN X 24IN FLARED ARCH B-5= 30" DIA	40		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
2	40	20	CENTERVILLE

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980050	BAND W/BOLTS & NUTS ' FLARED ARCH CMP, B5=30" DIA	1		

\*Delivery for these items may include the following locations: Centerville.

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

**RENEWAL PERIOD:** The bidder shall provide below the maximum percentage of increase or maximum percentage of decrease for the renewal period. The percentage shall be computed against the **original contract price** during the renewal period. **If a renewal percentage is not provided,** the prices during the renewal period shall be the same as during the current contract period.

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

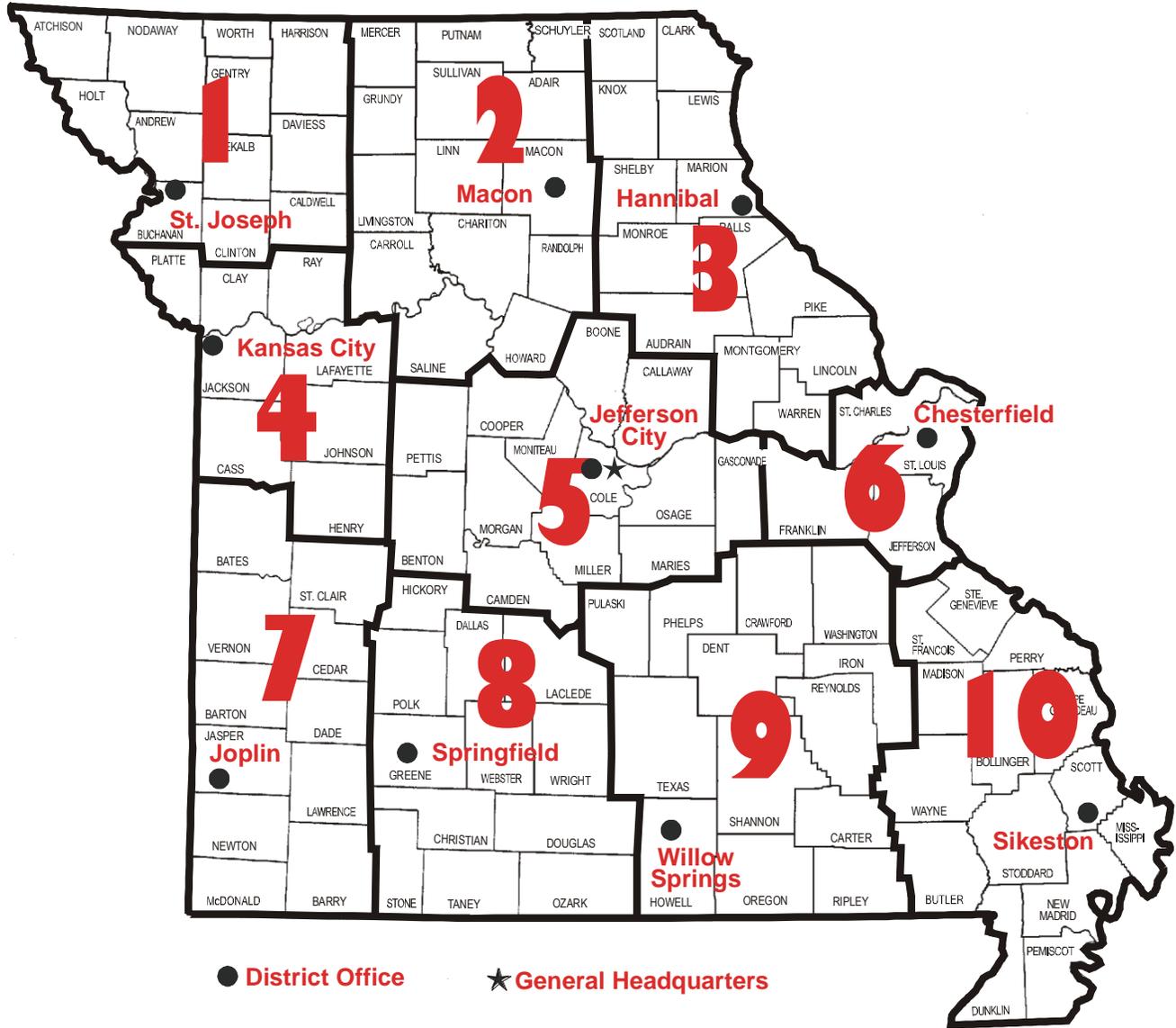
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

Missouri Department of Transportation  
District Outline Map



● District Office      ★ General Headquarters

COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair.....	2	Cedar.....	7	Greene.....	8	Linn.....	2	Ozark.....	8	St. Louis.....	6
Andrew.....	1	Chariton.....	2	Grundy.....	2	Livingston.....	2	Pemiscot.....	10	Saline.....	2
Atchison.....	1	Christian.....	8	Harrison.....	1	McDonald.....	7	Perry.....	10	Schuyler.....	2
Audrain.....	3	Clark.....	3	Henry.....	4	Macon.....	2	Pettis.....	5	Scotland.....	3
Barry.....	7	Clay.....	4	Hickory.....	8	Madison.....	10	Phelps.....	9	Scott.....	10
Barton.....	7	Clinton.....	1	Holt.....	1	Maries.....	5	Pike.....	3	Shannon.....	9
Bates.....	7	Cole.....	5	Howard.....	2	Marion.....	3	Platte.....	4	Shelby.....	3
Benton.....	5	Cooper.....	5	Howell.....	9	Miller.....	5	Polk.....	8	Stoddard.....	10
Bollinger.....	10	Crawford.....	9	Iron.....	9	Mississippi.....	10	Pulaski.....	9	Stone.....	8
Boone.....	5	Dade.....	7	Jackson.....	4	Moniteau.....	5	Putnam.....	2	Sullivan.....	2
Buchanan.....	1	Dallas.....	8	Jasper.....	7	Monroe.....	3	Ralls.....	3	Taney.....	8
Butler.....	10	Davies.....	1	Jefferson.....	6	Montgomery.....	3	Randolph.....	2	Texas.....	9
Caldwell.....	1	Dent.....	9	Johnson.....	4	Morgan.....	5	Ray.....	4	Vernon.....	7
Callaway.....	5	Douglas.....	8	Knox.....	3	New Madrid.....	10	Reynolds.....	9	Warren.....	3
Cape Girardeau.....	10	Dunklin.....	10	Laclede.....	8	Newton.....	7	Ripley.....	9	Washington.....	9
Carroll.....	2	Franklin.....	6	Lafayette.....	4	Nodaway.....	1	St. Charles.....	6	Wayne.....	10
Carter.....	9	Gasconade.....	5	Lawrence.....	7	Oregon.....	9	St. Clair.....	7	Webster.....	8
Cass.....	4	Gentry.....	1	Lincoln.....	3	Osage.....	5	St. Francois.....	10	Worth.....	1
								St. Genevieve.....	10	Wright.....	8



CORRUGATED METALLIC-COATED STEEL CULVERT PIPE, PIPE-ARCHES AND END SECTIONS MGS-91-11G

**1.0 DESCRIPTION.** These specifications cover the purchase of metallic-coated corrugated metal culvert pipe and appurtenances for maintenance purposes.

**2.0 MATERIALS.**

**2.1 PIPE.**

2.1.1 The pipe and connecting bands shall comply with applicable sections of [Specification Sec 725, 1020](#) and [1022](#), except as noted herein.

2.1.2 Unless otherwise noted in the bid request, the metallic coating may be either zinc or aluminum, as covered by the applicable specifications listed herein.

2.1.3 All pipe shall have either 2 2/3 by 1/2 inch or 3 by 1 inch corrugations.

2.1.4 The specified thickness of the coated sheet shall be any of those listed for the allowable overfill heights shown in Standard Plan 725.00A Table 1, for the pipe diameter specified and the corrugation used.

2.1.5 All pipe ends shall have 2 2/3 by 1/2 inch annular corrugations extending at least 4 corrugations from the pipe end. This will require re-rolling of ends for certain pipe.

2.1.6 Metal arch pipe B1 through B4 shall comply with the dimensional requirements of AASHTO M 36.

**2.2 BANDS.**

2.2.1 Unless otherwise noted in the order, bands shall be annular corrugated over the entire width of the band with 2 2/3 by 1/2 inch corrugations.

2.2.2 Unless otherwise noted in the order, all bands shall be a minimum of 24 inches in width.

**3.0 ORDERING INFORMATION.**

3.1 Specific diameter and quantity information for pipe and bands, and lengths for pipe, are to be shown in the order. Acceptable diameters are shown in [Specification Sec 725](#). Pipe lengths are to be in 2 foot increments.

3.2 Specific band information for type and width is to be shown in the order only if different from that specified herein. Alternate band types are dimple or formed, when allowed by the order.

3.3 If a specific metallic coating is desired, it is to be specified in the order for the applicable pipe and any applicable bands as "Zinc Coated" or "Aluminum Coated".

**4.0 ACCEPTANCE.** Material will be accepted in accordance with [Specification Sec 1020](#).



**CORRUGATED METALLIC-COATED STEEL CULVERT PIPE,  
 PIPE-ARCHES, AND END SECTIONS  
 FIELD SECTION 1020 TABLE 5  
 QUALIFIED FABRICATORS OF CORRUGATED METALLIC-COATED  
 STEEL CULVERT PIPE, PIPE-ARCHES, AND END SECTIONS**

<u>Plant</u>	<u>Fabrication Units</u>	<u>Manufacturer's Ident Mark</u>
Contech Construction Products, Inc. 1509 West Mount Vernon Metamora, IL 61548 (10/04)	English	
Contech Construction Products, Inc. 200 John Williams Ave. Mitchell, IN 47446 (10/04)	English	
Contech Construction Products, Inc. 2707 NE Seward Topeka, KS 66616 (09/04)	English	
Contech Construction Products, Inc. 2474 Aspen Street Wahoo, NE 68066 (11/04)	English	
Contech Construction Products, Inc. 783 South Miller Drive Walnut Ridge, AR 72476 (10/04)	English	
Metal Culverts, Inc. 2107 Rear Missouri Blvd. P.O. Box 330 Jefferson City, MO 65102 (11/04)	English	
Metal Culverts, Inc. 109 Dakota Street Columbia, MO 65205 (12/04)	English	



**CORRUGATED METALLIC-COATED STEEL CULVERT PIPE,  
 PIPE-ARCHES, AND END SECTIONS  
 FIELD SECTION 1020 TABLE 5 Continued  
 QUALIFIED FABRICATORS OF CORRUGATED METALLIC-COATED  
 STEEL CULVERT PIPE, PIPE-ARCHES, AND END SECTIONS**

<u>Plant</u>	<u>Fabrication Units</u>	<u>Manufacturer's Ident Mark</u>
Metal Culverts, Inc. 504 North Industrial Drive P.O. Box 9 Maryville, MO 64468 (12/04)	English	
Thompson Culvert P.O. Box 1006 Sikeston, MO 63801 (8/04)	English	
Thompson Culvert 4151 East Kearney Springfield, MO 65803 (03/05)	English	
Thompson Culvert 110 Ford Lane Hazelwood, MO 63042 (05/05)	English	
Illowa Culvert & Supply Co. P.O. Box 43 2554 380 <sup>th</sup> Avenue Low Moor, IA 52757	English Metric	
J & J Metal Products Co. P.O. Box 349 702 North Pearl Paola, KS 66071		



MATERIALS

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## 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 the 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 this 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 below on 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 item 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 items (or item number) here:

\_\_\_\_\_

[ ] If any or all of the goods or products specified in the attached bid which the bidder proposes 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 (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an 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. Items (or item numbers): \_\_\_\_\_

[ ] 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. Items (or item numbers): \_\_\_\_\_

### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making 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 in 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.**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

**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.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

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Service-Disabled Veteran's Name, (Please Print)

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*Service-Disabled Veteran's Signature*

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Service-Disabled Veteran Business Name

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Missouri Address of Service-Disabled Veteran Business

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MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-101208AS

COOPERATIVE AGREEMENT NOTICE

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

Each bidder is asked to indicate below whether they would be willing to offer **Corrugated Metal Pipe** 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 **Corrugated Metal Pipe** 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.)

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**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.
- g. 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

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- 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.

**Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes/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.**

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. 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.
- c. 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.
- d. 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 Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**SPECIAL TERMS AND CONDITIONS**

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

**Legal Weights**

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

**Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred fifty dollars (\$150.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**Environmental Issues**

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.