



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER
REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: FEBRUARY 2, 2012	BID DUE BY (DATE AND TIME): FEBRUARY 23, 2012	F.O.B. REQUIREMENTS: DESTINATION SEE DELIVERY LOCATION(S) PAGE 3
TO BE COMPLETED BY: AS-NEEDED DURING CONTRACT PERIOD	BID #: SW-12-023CS-A THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. RETURN IN A SEALED ENVELOPE	BUYER NAME: CHRIS STEPHENS 2915 DOUGHBOY DRIVE JOPLIN, MO 64804 417-621-6355 417-629-3226 FAX CHRISTINA.STEPHENS@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation – SW District General Services (Procurement) Division 2915 Doughboy Drive, Joplin MO 64804	Delivery Location(s): Various See Page (3)	

SCOPE OF WORK

The Missouri Department of Transportation located at 2915 Doughboy Drive, Joplin, MO will be accepting sealed bids for **Concrete Culvert Pipe- Firm Fixed Pricing** for all sizes of Pipe and concrete products listed on **page 2**. The Concrete Culvert Pipe will be purchased on an As-Needed, If-Needed basis. Please price delivery fees to all locations in Southwest District (see page 3) if it is not included in your unit price. If your company will not deliver to any specified location, please identify those locations. All pricing must be fixed to determined low price bidder. The pipe must have a smooth outside exterior with no belled ends and meet Missouri Departments Highway Specifications, **MGS 92-10B and Section 1026** (see attached). The Concrete Pipe must be available on-site within 5 working days (Monday-Friday, excluding state holidays) after being notified that products are required for a project. **This pricing will be effective March 1, 2012 through March 1, 2013** with the option of extending the contract agreement for Three (3) additional one-year periods, or any portion thereof providing both parties agree. In addition, we have requested to include Pick-Up price at the vendor's location and pricing for joint sealant materials. Lifting cables should be made available for rent or use, please stipulate in your bid response in the "Other / or Comment" section. All product shall be equipped with lifting hole plugs when appropriate.

Award of this bid will be based on an evaluation of pricing from the "final cost" column, availability and delivery costs. When Concrete Culvert Pipe is needed, the low bidder will be contacted to fill the orders. In the event the low-bidder is contacted and cannot provide the product, MoDOT reserves the right to move to 2nd low-bidder for our concrete culvert product needs. If a vendor consistently turns down orders or cannot meet the 5 working day on-site requirement, MoDOT reserves the right to award future orders to the next low-bidder for the remainder of the contract period.

VENDOR NAME:

Please provide cost per unit on page 2 with joint section size identified. **A Separate page has been included in the event that shipping costs are separated from the unit price and is based on destination, see page 3 for those costs to be identified.**

CONCRETE CULVERT PIPE PRICING

Specify ALL Counties or Specific counties/locations on next page. If not specified, MoDOT will assume your company will deliver in all counties/locations in SW District.

Concrete Culvert Pipe - Pricing Agreement March 1, 2012 -March 1, 2013						
SW-12-023CS						
* Shipping costs based on destination should be included on next page, unless included in unit price/final cost.						
VENDOR	Unit	Qty	Unit Per Unit	Joint Section Size(s)	Final Cost	Pick Up Price
Round Pipe Class III, IV & V						
12" RCP	LF	1.00	\$		\$	\$
15" RCP	LF	1.00	\$		\$	\$
18" RCP	LF	1.00	\$		\$	\$
24" RCP	LF	1.00	\$		\$	\$
30" RCP	LF	1.00	\$		\$	\$
36" RCP	LF	1.00	\$		\$	\$
42" RCP	LF	1.00	\$		\$	\$
48" RCP	LF	1.00	\$		\$	\$
54" RCP	LF	1.00	\$		\$	\$
60" RCP	LF	1.00	\$		\$	\$
66" RCP	LF	1.00	\$		\$	\$
72" RCP	LF	1.00	\$		\$	\$
78" RCP	LF	1.00	\$		\$	\$
84" RCP	LF	1.00	\$		\$	\$
96" RCP	LF	1.00	\$		\$	\$
Flared End Sections						
12" RCP, Flared End Section	EA	1.00	\$		\$	\$
15" RCP, Flared End Section	EA	1.00	\$		\$	\$
18" RCP, Flared End Section	EA	1.00	\$		\$	\$
21" RCP, Flared End Section	EA	1.00	\$		\$	\$
24" RCP, Flared End Section	EA	1.00	\$		\$	\$
30" RCP, Flared End Section	EA	1.00	\$		\$	\$
36" RCP, Flared End Section	EA	1.00	\$		\$	\$
42" RCP, Flared End Section	EA	1.00	\$		\$	\$
48" RCP, Flared End Section	EA	1.00	\$		\$	\$
54" RCP, Flared End Section	EA	1.00	\$		\$	\$
60" RCP, Flared End Section	EA	1.00	\$		\$	\$
66" RCP, Flared End Section	EA	1.00	\$		\$	\$
72" RCP, Flared End Section	EA	1.00	\$		\$	\$
78" RCP, Flared End Section	EA	1.00	\$		\$	\$
84" RCP, Flared End Section	EA	1.00	\$		\$	\$
96" RCP, Flared End Section	EA	1.00	\$		\$	\$
Tapered End Sections						
15" RCP, Tapered End	EA	1.00	\$		\$	\$
18" RCP, Tapered End	EA	1.00	\$		\$	\$
24" RCP, Tapered End	EA	1.00	\$		\$	\$
Horizontal Elliptical, Class III, IV & V						
14" X 23" (18" equivalent)	LF	1.00	\$		\$	\$
19" X 30" (24" equivalent)	LF	1.00	\$		\$	\$
24" X 38" (30" equivalent)	LF	1.00	\$		\$	\$
29" X 45" (36" equivalent)	LF	1.00	\$		\$	\$
34" X 53" (42" equivalent)	LF	1.00	\$		\$	\$
38" X 60" (48" equivalent)	LF	1.00	\$		\$	\$
43" X 68" (54" equivalent)	LF	1.00	\$		\$	\$
48" X 76" (60" equivalent)	LF	1.00	\$		\$	\$
Horizontal Elliptical, Tapered End Section						
14" X 23" (18" equivalent)	EA	1.00	\$		\$	\$
19" X 30" (24" equivalent)	EA	1.00	\$		\$	\$
24" X 38" (30" equivalent)	EA	1.00	\$		\$	\$
29" X 45" (36" equivalent)	EA	1.00	\$		\$	\$
34" X 53" (42" equivalent)	EA	1.00	\$		\$	\$
38" X 60" (48" equivalent)	EA	1.00	\$		\$	\$
43" X 68" (54" equivalent)	EA	1.00	\$		\$	\$
48" X 76" (60" equivalent)	EA	1.00	\$		\$	\$
Joint Sealant Materials \$						
Other / or Comments						

MoDOT SW District Locations

Locations for Delivery

		From your distribution Center			
City	County	Address	Telephone	Delivery Cost	Comments
Anderson	McDonald	5511 State Hwy 59, Goodman MO 64856	816-297-2161		
Bolivar	Polk	2816 West Broadway, Bolivar MO 65613	417-326-5632		
Bradleyville	Taney	20907 East Hwy 76, Taneyville MO 65759	417-796-2468		
Branson	Taney	275 SW Outer Rd, Branson MO 65616	417-334-3358		
Buffalo	Dallas	215 North Ash Street, Buffalo MO 65622	417-345-2513		
Butler	Bates	RR4 Box 623, Butler MO 64730	660-679-6331		
Carthage	Jasper	16623 Inca Road, Carthage MO 64836	417-359-1507		
Cassville	Barry	20622 State Hwy 37, Cassville MO 65625	417-847-2612		
Clinton	Henry	1057 E. Gaines Dr., Clinton MO 64735	660-885-4022		
Cole Camp	Benton	820 W. Main, Rt 52, Cole Camp MO 65325	660-668-3114		
Eldorado Springs	Cedar	3865 E. Hwy 54, Eldorado Springs MO 64744	417-876-4232		
Galena	Stone	1880 State Hwy 248 West, Galena MO 65656	417-357-6973		
Greenfield	Dade	70 North Hwy 39, Greenfield MO 65661	417-637-5351		
Joplin	Jasper	2800 Stephens Blvd, Joplin MO 64804	417-629-3169		
Lamar	Barton	67 SE 1st Lane, Lamar MO 64759	417-682-2965		
Lampe	Stone	1063 West Hwy 86, Lampe MO 65681	417-779-4517		
Marshfield	Webster	331 Pin Oak Loop, Marshfield MO 65706	417-859-2219		
Monett	Barry	4478 West Hwy 60, Monett MO 65708	417-476-2595		
Mt. Vernon	Lawrence	1001 Spring Park Blvd, Mt Vernon MO 65712	417-466-2401		
Neosho	Newton	1300 S. Neosho Blvd, Neosho MO 64850	417-451-7007		
Nevada	Vernon	601 W Outer Road, Nevada MO 64772	417-448-1393		
Osceola	St. Clair	5371 NE Bus Hwy 82, Osceola MO 64776	417-646-8130		
Ozark	Christian	1810 Selmore Road, Ozark MO 65721	417-581-6827		
Preston	Hickory	Route 1, Box 124, Preston MO 65732	417-722-4494		
Republic	Greene	1925 South State Hwy N, Springfield MO 65802	417-732-2389		
Seymour	Webster	500 State Hwy C, Seymour MO 65746	417-935-4405		
Springfield	Greene	2455 North Mayfair Street, Springfield MO 6580	417-895-6724		
Stockton	Cedar	13998 East Hwy 32, Stockton MO 65785	417-276-3417		
Warsaw	Benton	Route 3 Box 255, Warsaw MO 65355	660-438-6222		

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 <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as M/WBE Information		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

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

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: <ol style="list-style-type: none"> 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. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

SPECIAL TERMS AND CONDITIONS

INSURANCE / CERTIFICATE OF INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

- 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
- 2) Public **Liability** (includes property damage and personal injury)
 - a) Not less than \$500,000 each individual per accident or occurrence.
 - b) Not less than \$3,000,000 each accident or occurrence.
- 3) Special Hazard Insurance: As required.

The Bidder will need to provide, a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – Southwest District
Joplin Regional Office
2915 Doughboy Drive
Joplin Mo. 64804

MISSOURI NO TAX DUE

Contractors must submit a copy of their "Vendor No Tax Due" letter. Prior to MoDOT issuance of a purchase order and/or notice to proceed, contractors must provide verification of either being registered to collect sales and/or use tax in Missouri, or not making retail sales of tangible personal property or providing taxable services in Missouri. Contractors must verify such by submitting an official "Vendor No Tax Due" letter issued by the Missouri Department of Revenue. The Missouri Department of Revenue will issue the "Vendor No Tax Due" letter if you are properly registered to collect and have properly remitted sales and/or use tax, or if it determines you are not making retail sales in Missouri. You may obtain a "Vendor No Tax Due" letter by contacting the Missouri Department of Revenue. Information regarding House Bill 600, Section 34.040.6 RSMo, is available on the Department of Revenue's website at: <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

CERTIFICATE OF GOOD STANDING

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder will need to provide, a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

INVOICING

Payment will be made for each load of pipe delivered. The invoice shall be submitted to Chris Stephens: MoDOT, 2915 Doughboy Drive, Joplin MO 64804 or **D7Invoices@modot.mo.gov**. Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your bid price.

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the Stat 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. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt,

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

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:

- 1) 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;
- 2) 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;
- 3) 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.

Permits, Licenses and Safety Issues

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

Delivery – Additional Requirements

The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

Preferences

a. 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.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO QUOTE FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.
THANK YOU**

NO QUOTE

Date: _____

TO: Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E. 32nd Street
Joplin, MO 64804
(417) 629-3226-Fax

FROM: _____

Our Company is submitting “No Quote” on RFQ# _____ for the reason(s) indicated

- Product or service is not available or cannot meet the required specifications
- Other obligations - cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:

Company Contact Person: _____ Phone # _____

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name for your bidder’s list for this product service