MISSOURI DEPARTMENT OF TRANSPORTATION
BID GUIDELINES AND DOCUMENTATION

REQUEST FOR BID
TYPE S POLYETHYLENE CULVERT PIPE (POLY PIPE)

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: JUNE 30, 2009	**BID DUE BY (DATE AND TIME):** JULY 8, 2009 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
TO BE DELIVERED BY: SPECIFY THE DELIVERY TIME IN SPACES PROVIDED BELOW.	**BID # D209-096-R2** THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. **SEALED BID RESPONSES ONLY**	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 **NO RESPONSES ACCEPTED BY FAX**

District Mailing Address:
Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552

Delivery Locations:

Refer to the enclosed address/location cross-reference listing of maintenance buildings in MoDOT District 2.

ALL BIDS MUST BE EXTENDED AND TOTALED. **DELIVERY TIME MUST BE LISTED.**
NOTE: TO ACCOMMODATE DISTRICT INVENTORY CONTROL PROCESSES, THE COST OF THE SPLIT COUPLERS REQUESTED WITH THE PIPE BELOW MUST BE INCLUDED IN THE UNIT PRICE OF THE PIPE.

Qty	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
2080	FT	15" x 20' Type S Corrugated Polyethylene Culvert Pipe with 72 split couplers (widest made – including ties)	$	$	
150	FT	15" x **30'** Type S Corrugated Polyethylene Culvert Pipe with 2 split couplers (widest made – including ties)	$	$	
2680	FT	18" x 20' Type S Corrugated Polyethylene Culvert Pipe with 77 split couplers (widest made – including ties)	$	$	
330	FT	18" x **30'** Type S Corrugated Polyethylene Culvert Pipe with 6 split couplers (widest made – including ties)	$	$	
1960	FT	24" x 20' Type S Corrugated Polyethylene Culvert Pipe with 55 split couplers (widest made – including ties)	$	$	
510	FT	24" x **30'** Type S Corrugated Polyethylene Culvert Pipe with 7 split couplers (widest made – including ties)	$	$	
560	FT	30" x 20' Type S Corrugated Polyethylene Culvert Pipe with 19 split couplers (widest made – including ties)	$	$	
60	FT	36" x 20' Type S Corrugated Polyethylene Culvert Pipe with 3 split couplers (widest made – including ties)	$	$	
TOTAL ORDER EXTENSION				$	

VENDOR NAME:
(Please enter your company name in this block)

All responses to this Request For Bid should be submitted on this form and pages 1 through 5 should be returned to the Buyer listed above at the District mailing address shown. Bids should be mailed or hand-delivered. Responses by fax cannot be accepted or considered for award.

SPECIAL TERMS & CONDITIONS

REQUIRED SPECIFICATIONS

All materials must comply with MoDOT Specification #MGS-92-13C (dated 09-21-04) and any other provisions outlined in the solicitation documents. **DISTRICT TWO WILL ONLY ACCEPT "TYPE S" CORRUGATED POLYETHYLENE CULVERT PIPE AS DESCRIBED IN SECTION 2.1 (corrugated surface outside and smooth inner liner).** The material to be supplied under the contract will comply with the requirements of the Missouri Standard Specifications for Highway Construction, Edition of 2004, and any revisions thereto, unless modified by these specifications. **FURTHERMORE, DISTRICT TWO WILL ONLY ACCEPT PLAIN END PIPE (BELL & SPIGOT END PIPE WILL NOT BE ACCEPTED). ALSO, ALL CONNECTING BANDS SHOULD BE SPLIT COUPLERS WITH ZIP TIED CONNECTIONS (SNAP TOGETHER COUPLERS WILL NOT BE ACCEPTED).**

AWARD

Award will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

PRICING GUARANTEE

Pricing submitted shall be valid for a minimum period of thirty (30) days subsequent to the bid closing date (or longer if specified by the contract terms herein). Submissions offering less than thirty (30) days from the closing date for acceptance by MoDOT will be considered non-responsive. MoDOT reserves the right to increase or decrease quantities as-needed.

F.O.B.

Materials quoted are F.O.B. Destination. Delivery costs must be included in the unit prices, not listed separately. **Materials will be delivered to various locations in MoDOT District 2. After award, individual purchase orders will be issued, for each location, which will detail the specific quantities of pipe and bands to be delivered to those facilities.** A delivery address/location cross-reference listing is including for the MoDOT District 2 locations, which will receive pipe & bands ordered as a result of this RFB.

DELIVERY – ADDITIONAL REQUIREMENTS

After award, the vendor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 24 hours before starting deliveries. Notification should be provided to the maintenance building during the normal workday preceding the day on which the vendor desires to initiate delivery. A representative of MoDOT is to be present when the material is delivered. Note: Many maintenance buildings work 4-10 shifts and deliveries cannot be made on their "off" days. This shift information will be provided to the awarded vendor when the purchase orders are issued.

MoDOT District 2 Maintenance Buildings – Address/Location Cross-Reference Listing

Facility	County	Address	Location
Atlanta	Macon	708 N. Atterbury, Atlanta, MO 63530	Old Rt. 63 – 0.8 miles north of Rt. M
Brookfield	Linn	28877 Hwy. 11, Brookfield, MO 64628	Rt. 36 and Rt. 11 Jct.
Fayette	Howard	871 State Hwy 240, Fayette, MO 65248	Rt. 240 – 1 mile south of Rt. W
Green City	Sullivan	17403 Rte 129, Green City, MO 63545	Rt. 129 and Rt. YY Jct.
Harris	Sullivan	15587 Hwy 139, Harris, MO 64645	Rt. 139 – 0.6 miles south of Rt. E
Jct. C & V	Linn	16131 Hwy V, Purdin, MO 64674	Rt. C and Rt. V Jct.
Macon	Macon	26988 US Hwy 63, Macon, MO 63552	Rt. 63 – 0.5 miles south of Rt. DD
Marshall	Saline	Rt. 2 Box 253, Marshall, MO 65340	Rt. 20 – 0.1 miles west of Rt. 65
Marshall Jct.	Saline	13322 Jewel Ave., Marshall, MO 65340	Rt. 65 – 1.5 miles north of I-70
Moberly	Randolph	1501 East Hwy 24, Moberly, MO 65270	Rt. 24 – 0.9 miles east of Rt. 63
New Cambria	Macon	29992 State Hwy P, New Cambria, MO 63558	Rt. P – 0.4 miles south of Rt. 36
Princeton	Mercer	RR 2 Box 316B, Princeton, MO. 64673	Rt. 65 – 1 mile north of Rt. 136
Trenton	Grundy	230 East Hwy 6, Trenton, MO 64683	Rt. 6 – 2 miles east of Rt. 65

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 me 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 if 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.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 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:

_____

_____

_____

_____

_____

_____

_____

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.

Certificate of Good Standing

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, 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.

RsMO 34.040.6 Compliance

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

VENDOR NOTES

VENDORS MAY ALSO ATTACH OTHER PERTINENT OR SUPPORTING DATA WITH THEIR RESPONSE TO THIS RFB.

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name and Title of Responsible Officer or Employee:	Signature:

Is your company registered/certified with the State of Missouri as a (please circle):

MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO

If you would like information about MBE/WBE certification, please contact the Officer of Supplier of Workforce Diversity by calling 1-877-259-2963 or visit the following internet address: http://www.oswd.mo.gov

Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS? YES NO

A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran's affairs. A service-disabled veteran business is defined as a business concern:

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

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Note: If any of the "Standard Solicitation Provisions" and "General Terms and Conditions" on the following pages conflict with the requirements outlined in this Request For Bid, the RFB requirements will supersede those below.

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 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.

d. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any

person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

   1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

   2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

   3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

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

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

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

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

c. 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.

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

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

Cancellation of Contract

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

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

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

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

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

Status of Independent Contractor

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

Indemnification

a. The 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.

(T&C's Version 1/21/09)

IF NOT SUBMITTING A BID, PLEASE COMPLETE AND RETURN THE FOLLOWING "NO BID FORM" TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.

THANK YOU

NO BID

DATE: _____

TO: Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552
(660)-385-1707 – fax #

FROM: _____ (Company Name)

_____ (Mailing Address)

_____ (City, State, Zip Code)

_____ (Office Phone #)

_____ (Cellular Phone #)

_____ (Fax #)

Our company is submitting "NO BID" on RFB # _____ for the reason(s) indicated below:

( ) 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:

_____

_____

Contact Person: _____ Email Address: _____

( ) Please keep our name on the bidder's list for future opportunities on this product or service.
( ) Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A BID OR THIS FORM MAY RESULT IN
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

CORRUGATED POLYETHYLENE CULVERT PIPE MGS-92-13C

1.0 DESCRIPTION. These specifications cover the purchase of corrugated polyethylene culvert pipe for maintenance purposes.

2.0 MATERIALS. The pipe shall comply with applicable sections of Specification Sec 1047, except as noted herein.

2.1 Pipe shall be furnished as one of the following types. Unless otherwise specified in the bid request, only Type S will be permitted.

Type S -	corrugated surface outside and smooth inner liner
Type SP -	perforated Type S pipe

3.0 ORDERING INFORMATION.

3.1 Diameter, length, and quantity of pipe, are to be shown in the order. If perforations or a specific type are required, the type is also to be shown.

4.0 ACCEPTANCE. Material will be accepted in accordance with Specification Sec 1047.

SECTION 1047

CORRUGATED POLYETHYLENE CULVERT PIPE

1047.1 Scope. This specification covers corrugated polyethylene culvert pipe used for the construction of culverts and other uses specified in the contract documents.

1047.2 Basis of Acceptance. Acceptance of polyethylene culvert pipe will be based on the pipe being provided by a qualified manufacturer, certification, manufacturer quality control documentation, identification markings and tests on samples of the material as required by the engineer.

1047.3 Material. Corrugated polyethylene culvert pipe, couplings and fittings shall be in accordance with AASHTO M 294, Type S pipe. In case of conflict with AASHTO M 294, these specifications shall govern.

1047.3.1 The pipe shall not be perforated unless specified otherwise.

1047.3.2. Field joints shall provide circumferential and longitudinal strength to maintain the pipe alignment, prevent separation of pipe and prevent infiltration of fill material. Coupling bands, if used, shall be of the same base material as the pipe. Corrugations in the bands shall have the same configuration as the corrugations in the pipe ends being connected. Prior to use, the design of coupling bands and fastening devices shall be submitted to and approved by Construction and Materials. Final acceptance of coupling bands and fastening devices will be based on field performance.

1047.3.3 The manufacturer shall provide to the engineer an itemized statement of the sizes and lengths of pipe in each shipment.

1047.3.4 Each individual section of pipe shall be marked in accordance with AASHTO M 294 and shall have the Plastic Pipe Institute (PPI) seal affixed.

1047.3.5 Pipe may be fabricated using English units of measurement. Pipe fabricated using English measurements shall meet the diameter dimensions shown on the plans. Pipe tolerances will be in accordance with AASHTO M 294.

1047.4 Sampling, Testing and Acceptance Procedures. All manufacturers furnishing pipe for MoDOT projects shall be qualified as described herein. All pipe will be subject to inspection by the engineer at the source of manufacture, at an intermediate shipping terminal or at destination. The engineer shall be allowed unlimited access to all facilities and records as required to conduct inspection and sampling in accordance with Sec 106.

1047.4.1 Application for Placement on Qualified List. To become qualified, a written request shall be sent by the manufacturer to Construction and Materials, and shall include the following information:

(a) A copy of the manufacturer's PPI certification.

(b) The pipe manufacturer's certified analysis certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and class of polyethylene

compounds. The certificate shall be sworn for the manufacturer by a person having legal authority to bind the company. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter pipe to be furnished, conforming to all requirements of these specifications. Pipes shall be randomly selected for test by the independent testing laboratory and shall be representative of that manufacturer's pipe.

(c) A guarantee that all pipe furnished shall be in accordance with the specification requirements, shall bear a suitable identification brand or mark and shall be replaced without cost to the Commission when not in accordance with the specified requirements. The guarantee shall be worded such that the guarantee will remain in effect as long as the manufacturer continues to furnish material. The manufacturer shall conduct tests and measurements as necessary to ensure the material produced complies with all specification requirements. These tests and measurements shall be identified by the identification symbols or code used on the pipe in a manner that will permit the manufacturer to produce specific reports showing test results representative of specific lots of polyethylene pipe. Copies of reports of these tests shall be kept on file and shall be submitted to the engineer upon request. The brand shall be removed or obliterated by the manufacturer on all material where control tests, as outlined herein, are not in accordance with this specification.

(d) Units of measurement, English or metric, used to fabricate the pipe.

1047.4.2 Maintaining Qualification. To maintain qualification, the manufacturer shall perform and maintain a quality control program in accordance with the PPI Certification Program. The manufacturer's PPI certification shall be maintained. The manufacturer shall maintain for three years a record of all test results, inspections and the bill of lading for each shipment of material used in the production of pipe and for each shipment of pipe. The manufacturer shall notify Construction and Materials at least 24 hours prior to each shipment of pipe to a MoDOT project. Additional pipe may be considered part of the original shipment when the ordered quantity was underestimated or material was lost or damaged. A bill of lading in accordance with Sec 1047.6 shall be provided for each shipment of pipe.

1047.4.3 Disqualification of a Manufacturer. A manufacturer may be disqualified to provide pipe for use on MoDOT projects based on the discretion of Construction and Materials, for reasons including, but not limited to, not maintaining PPI certification, failure of material to consistently meet specifications, falsification of documentation, misbranding of pipe, unsatisfactory performance in the field or for other reasons indicating lack of consistent material quality.

1047.4.3.1 In the case where a manufacturer loses PPI certification and was not disqualified for any other reason, reinstatement will be considered when the manufacturer is recertified by PPI.

1047.4.3.2 A manufacturer will not be considered for reinstatement until after one year from the date of removal for falsification of documents.

1047.4.3.3 Three notices of failure to meet specification requirements within a 12-month period will be cause for disqualification of the manufacturer for one year, effective from the date of the third notice.

1047.4.3.4 A manufacturer disqualified within one year of the end of a disqualification may be subject to permanent removal, with no application for reinstatement accepted for a period of three years.

1047.4.4 Reinstatement of a Manufacturer. Consideration of reinstatement of a manufacturer once disqualified will be no sooner than specified in Sec 1047.4.3, will require a written document from the manufacturer stating the reasons for disqualification and the action taken to correct those deficiencies, written concurrence from Construction and Materials that the problem has been suitably addressed, followed by a new application in accordance with Sec 1047.4.1.

1047.4.5 Sampling of Material. Random sampling of the pipe will be conducted by the engineer to verify pipe and material is in accordance with this specification. Samples of polyethylene pipe will be obtained from fabricated culvert sections in accordance with AASHTO M 294 at a frequency determined by the engineer.

1047.4.6 Inspection. Inspection will include an examination of the pipe for markings, deficiency in specified diameter, net length of fabricated pipe and evidence of poor workmanship. The inspection may include taking samples.

1047.4.7 Testing. Specimen testing size and method of tests shall be in accordance with AASHTO M 294. The contractor or manufacturer shall provide the equipment and personnel to cut a sample from a section of pipe. The sample shall include the markings or a record of the markings for that section of pipe.

1047.4.8 Rejection.

1047.4.8.1 Any individual section of pipe failing to meet the marking, diameter, length or workmanship requirements of these specifications will be rejected. If 10 percent of the pipe in any lot fails to meet these requirements, the entire shipment of that pipe diameter may be rejected.

1047.4.8.2 If a test specimen taken in accordance with Sec 1047.4.7 fails to be in accordance with AASHTO M 294, the pipe sampled will be rejected, and the lot will be resampled. A resample will be from the same diameter of pipe as the original sample. The resample shall be in accordance to these specifications or the entire shipment will be rejected.

1047.5 MoDOT Identification Number. When the manufacturer contacts the engineer in accordance with Sec 1047.4.2, the engineer will assign a specific MoDOT identification number for each size of pipe in the shipment.

1047.6 Bill of Lading. A bill of lading or delivery receipt for each shipment of pipe shall be furnished to the engineer at the shipping and destination points. The bill of lading shall contain an itemized statement of the sizes and lengths of pipe, with the corresponding designated MoDOT identification number provided to the manufacturer for each size of pipe for that shipment. The bill of lading shall contain a certified statement. The certified statement shall be signed by an authorized representative of the manufacturer and shall state the following:

"This certifies that the pipe and bands in this shipment are in accordance with MoDOT specifications, were fabricated at an approved plant and were fabricated from the following brand names:"

CORRUGATED POLYETHYLENE CULVERT PIPE
FIELD SECTION 1047 TABLE 1
QUALIFIED FABRICATORS OF CORRUGATED POLYETHYLENE CULVERT PIPE
(1047CPPE..)

Plant	Fabrication Units
Advanced Drainage Systems, Inc. PO Box 1047 12370 Jackson TR 172 Findlay, OH 45839 (11/04)	Metric
Advanced Drainage Systems, Inc. 100 N.E. 20th Street Eagle Grove, IA 50533 (11/04)	Metric
Advanced Drainage Systems, Inc. 210 Metro Park Blvd. Ennis, TX 75119 (11/04)	Metric
Advanced Drainage Systems, Inc. 205 Apache Drive Jackson, MS 39272 (11/04)	Metric
Advanced Drainage Systems, Inc. Buck Creek Church Road Livermore, KY 42352 (11/04)	Metric
Advanced Drainage Systems, Inc. 1600 Industrial Drive Mendota, IL 61342 (11/04)	Metric
Advanced Drainage Systems, Inc. 820 Lone Star Drive O'Fallon, MO 63366 (11/04)	Metric
Hancor, Inc. 8535 W. 147th Terrace Overland Park, KS 66223 (9/04)	English

CORRUGATED POLYETHYLENE CULVERT PIPE
FIELD SECTION 1047 TABLE 1 Cont'd
QUALIFIED FABRICATORS OF CORRUGATED POLYETHYLENE CULVERT PIPE
(1047CPPE..)

Plant	Fabrication Units
Quality Culverts, Inc. 25726 County Road 56 PO Box 435 Astatula, FL 34705	English and Metric
Prinsco Inc. 108 West Highway 7 Prinsburg, MN 56281	English
Prinsco Inc. 111 East Pine Street Chatsworth, IL 60921	English
Timewell Drainage Products & Services Route 1, Box 5A Timewell, IL 62375	English

The preceding pages list those vendors which are "Qualified Fabricators of Corrugated Polyethylene Culvert Pipe" in accordance with Specification # MGS-92-13C and Section 1047 of the 2004 Edition of the Missouri Standard Specifications for Highway Construction.

Products must be qualified for inclusion on this list before an award can be made.

If your company is not listed at this time, but would be interested in supplying these materials to the Missouri Department of Transportation in future bid opportunities, please follow the steps and instructions detailed on the following "New Product Submittals" pages to have your materials evaluated and approved for specification compliance.

Thank you.

NEW PRODUCT SUBMITTALS

With each new product submittal, the following information must be provided:

- New Product Evaluation Request Form
- The applicable MoDOT Specification
- An appropriate sized sample
- The Material Safety Data Sheet
- The required product documentation
- Any applicable test results
- All necessary PAL documentation (if for PAL submittal)
- Any additional product information that will be beneficial for our review

Missouri Department of Transportation.
New Product Evaluation Form, Instructions:

The MoDOT new product evaluation form shall be used to submit new products to be considered for addition to a department pre-established product list: Construction and Material's Qualified List (QL), Pre-Acceptance List (PAL), Crashworthy End Terminal Listing (CETL), or Traffic's Approved Products List (APL) for Traffic Signals and Highway Lighting Equipment. This form shall also be used to submit new products where no department standard or specification currently exists (new products considered experimental or innovative). A separate form must be completed for each new product submitted. MoDOT may require updates, (re)completion of this form, or further testing to maintain approved status of products.

In an effort to make the New Products Evaluation procedure more efficient and to provide a means of tracking all new submittals, MoDOT has adopted a one-person central contact. All submittals will be sent to the New Products Coordinator, located in the Division of Organizational Results. The New Products Coordinator will be in direct contact with the appropriate divisions for product evaluation.

Upon submittal, the New Products Coordinator will review the completed New Product Evaluation Form (NPE) along with accompanying information for MoDOT use. Incomplete NPE forms and/or erroneous information furnished as part of this form will result in the product being rejected for evaluation. The New Products Coordinator will contact those highway authorities and other state agencies, which the vendor reports, as using the product. In performing the initial review, the following will be considered:

1) Does the documentation received indicate that the product will perform as stated?
2) Does a true need exist for the product in MoDOT?
3) Will the product be economically competitive?

This form is used for all products, routine or otherwise. As such, the amount of testing and type of evaluation required for MoDOT approval will depend on many factors and will be determined by the appropriate MoDOT personnel that use similar products. Following the review of the completed New Product Evaluation Form, the New Products Coordinator will consult with pertinent MoDOT Divisions. If MoDOT desires to further evaluate or test this product, MoDOT will determine the methods and needs, then contact the Manufacturer/Supplier with details. The Manufacturer/Supplier may need to supply the product and any special equipment needed to install the product at a MoDOT test site, at no cost to MoDOT. All products submitted for evaluation to MoDOT shall become the property of MoDOT and are not subject to/for return unless otherwise agreed to prior to evaluation. The Manufacturer/Supplier will be encouraged to install the product.

One of the roles of the New Products Coordinator is to track the status of all product submittals. These tracking classifications are important to share with MoDOT personnel so that decisions can be made and those MoDOT personnel are informed of what is being evaluated. Examples of MoDOT New Product Status Classifications:

Proposed:	Recently submitted and under initial review.
Declined:	Declined for further evaluation.
Currently evaluating:	Under evaluation for potential department use.
Approved for use:	Evaluated and approved for Department use.
Not approved for use:	Evaluated and rejected for Department use.

Completed forms shall be submitted to:

Email: npef@modot.mo.gov

Attn: New Products Coordinator
MoDOT Organizational Results
2217 St Mary's Blvd, West
PO BOX 270
Jefferson City MO 65109

Missouri Department of Transportation.
New Product Evaluation Form:

I. Product Identification:

Product Name:_____

Product Model number: _____

Product Web Site: _____

II. Product's Contact Information:

Manufacturer, Source, or Other:

Manufacturer Company Name: _____

Manufacturer Contact Person: _____

Address: _____ City: _____ State: ___ Zip Code: ____

Phone No. _____ Fax: _____ Email: _____

Vendor, Fabricator, Distributor, or Other:

Representative's Company Name: _____

Contact Person: _____

Address: _____ City: _____ State: ___ Zip Code: ____

Phone No. _____ Fax: _____ Email: _____

III. Product's MoDOT Compliance:

Does product comply with current MoDOT specifications? Yes O No O

If yes, indicate specification number: _____

MoDOT specifications can be found at:
http://www.modot.org/business/standards_and_specs/highwayspecs.htm

IV. Non-MoDOT Specified Products:

Product Description: _____

_____

Primary Use: _____

_____

Secondary Use: _____

_____

Benefits or Outstanding Features of Product: _____

_____

Generic Material Composition: _____

Does Product contain Hazardous Materials? Yes O No O Identify %: _____

If Yes, Describe: _____

Does Product contain recycled materials? Yes O No O

If Yes, Describe: _____

Is this product replacing or similar to another product? Yes O No O

If yes, which product or products: _____

Has this product been previously submitted? Yes O No O

Is Product patented? Yes O No O

If No, but applied for indicate date applied for: _____

Does Product meet any Non-MoDOT specifications? Yes O No O

If yes, give specification numbers._____

AASHTO:	ASTM:	Federal Specification:	Other:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Indicate other states where product is currently approved or being tested:

State/Agency	Contact Person	Address Phone Number	Approved	Tested
_____	_____	_____	O	O
_____	_____	_____	O	O
_____	_____	_____	O	O
_____	_____	_____	O	O

V. General Information:

Does Product fall under FHWA's NCHRP 350 criteria? Yes O No O

(Note: The National Cooperative Highway Research Program (NCHRP) 350 criteria are contained in Chapter 5 of NCHRP Report 350 and provide guidance for the evaluation of the safety performance of various highway safety features. NCHRP Report 350 may be viewed online at http:///trb.org/publications/nchrp/nchrp_rpt_350-a.pdf)

If yes, has your product been shown to meet NCHRP 350 criteria? Yes O No O

If yes, attach a copy of FHWA letter.

Has Product been tested by AASHTO NTPEP? (National Transportation Product Eval. Program)

Yes O No O If yes, indicate test deck or report number: _____

Availability: _____ Seasonal O Non Seasonal O

Shelf Life: _____ Approximate delivery in days after receipt of order: _____

Are quantities limited? Yes O No O Describe: _____

Estimated cost per unit: _____ Estimated cost per unit installed: _____

Warranty provided? (If Yes, submit copy of warranty.) Yes O No O

Will Product be provided at no charge for laboratory or field evaluation? Yes O No O

Can a demonstration by the manufacturer or supplier be provided? Yes O No O

Is special equipment required to install Product? Yes O No O

If Yes, Manufacturer/Supplier will furnish special equipment and install the material, during testing.

Are educational courses or films available? Yes O No O

Indicate any other individuals within the MoDOT organization that have been contacted about this product:

_____

_____

Along with this completed form, the following must be submitted where applicable.

NEW PRODUCTS WILL NOT BE REVIEWED UNTIL ALL INFORMATION IS PROVIDED:

- ☐ Product Specifications (MoDOT specifications where compliant)
- ☐ Installation instructions, preferably with pictures or drawings
- ☐ Material Safety Data Sheet (MSDS)
- ☐ Product Literature
- ☐ Test Data
- ☐ Warranty

Person Furnishing Information (print name): _____

Title: _____

I certify that the above information is correct (signature): _____

Date: _____ Phone Number: _____