

Missouri
Department
of Transportation



Roger Schwartze, District Engineer

Central District
1511 Missouri Boulevard
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Toll free 1-888 ASK MoDOT
www.modot.org

April 20, 2007

GENERAL SERVICES: BID REQUEST Q5-07-039

The Missouri Department of Transportation is accepting sealed bids for guard-cable work. Work to include removal of existing guard cable for the creating of highway crossovers. Other work is close up an existing crossover entrance. All work will take place on Interstate 70 in Boone, Cooper and Callaway Counties.

Sealed bids for the placement of guard cable will be received by the Missouri Department of Transportation, Jefferson City, Missouri, until **1:00 P.M., CDST, May 7, 2007**, and at that time will be publicly opened and read in the MoDOT District 5 office, 1511 Missouri Blvd in Jefferson City, Missouri 65102.

Bid is to be returned in a sealed envelope plainly marked **BID # Q5-07-039 for I-70 Guard Cable Work**.

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of accepting proposals. Any proposals arriving at the designated office after the specified deadline will not be accepted.

The attached form identified as "**PREFERENCE IN PURCHASING PRODUCTS**" must be on file in this office and must be dated in the current calendar year. Bidders must also complete and return with their bid the form identified as "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT.**"

The right is reserved by the Missouri Highways and Transportation Commission to reject any or all bids and no award is final until formally approved by the Commission.

Please also note these requirement before any contract can be issued with vendor.

The Vendor 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 will be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri. Please submit certificate at the time of bid.

All Vendors must also be in Compliance with House Bill 600, Section 34.060 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

By

Corey Duemmel, District 5 MoDOT
Senior General Services Specialist/Buyer
(573) 526-6796



BID PROPOSAL

The Missouri Department of Transportation desires to establish pricing for the placement of guard cable at the listed locations.

Location:

- Interstate 70 in Cooper, Boone and Callaway Counties
- See attachment '*ITEMIZED LOCATIONS AND PRICING PAGE*'

Project Scope

- Remove guard cable in six locations that will create emergency crossover openings and to close up one existing crossover opening.

Unique Site Conditions

- Existing pipe to be removed at one location, see Item 7.
- Existing drop inlet at one location, see Item 3.

Allowable Working Times

Working days are Monday through Thursday; on Fridays only until 12:00 noon. Holidays and Friday, May 25th are not allowable working days.

Traffic Control

Awarded vendor shall be responsible for traffic control as per the MUTCD. The awarded vendor must also submit traffic control plan and lane closure forms for prior approval to Elizabeth Duvall, (573) 751-7380.

Start Date

Work can begin as soon as possible after signing and acceptance of Contract and Bond. Awarded contractor is required to give 48 hours (business days) prior notice to beginning any work so road notifications can be issued.

Completion Date *IMPORTANT*

The awarded contractor must complete the work no later than June 21, 2007 so payment can be issued under this fiscal year. Invoice must be in hand by June 25, 2007.

Inspection

A final inspection will be given to determine compliance of standard specifications.

Payment

Payment will be made only after the MoDOT completes and accepts final inspection.

Prevailing Wage

Winning bidder of the project must comply with the prevailing wage rates for the Boone, Callaway and Cooper County that fall within the General Wage Order as published by the Missouri Department of Labor and Industrial Relations. A copy can be found at the listed URL.

http://www.dolir.mo.gov/ls/prevailingwage/general_wage.htm



Bid Request Q5-07-039
Bid Opening May 7, 2007 1:00 PM CDST

Additional Requirements

Bid bond must be submitted with sealed bid. Awarded bidder will be required to complete a Contract and Bond. Awarded bidder must show 'Liability Insurance' requirements as listed in the Terms and Conditions.

Attachments

Maps
Index and Profile Sheets

Contacts

If you have any questions regarding the guard cable requirements, please call:
Elizabeth Duvall, Traffic Studies Specialist, at 573-751-7380.

All other questions concerning this quote, you may contact Corey Duemmel at (573) 526-6956.



SCOPE REQUIREMENT

The individual 'Scopes' below are close estimates of what is required to complete each of its reference line items. Although the Missouri Department of Transportation D5 personnel have found each scope to be an accurate account of what it would take to complete each job line item, it is the sole responsibility of each contractor to determine the exact needs to complete each job. Each job location must match existing site conditions, meeting all revisions to the 2004, Missouri Standard Specifications for Highway Construction and Standard Plans.

Scope A, for Items 1,2,4,5 and 6

<u>Qty</u>	<u>Unit</u>	<u>Description</u>
2	ea	Single Lane Closure- High Speed Roadway
112	LF	Removal of Guard Cable 3-strand
1	ea	Removal of Anchor Assembly
1	ea	Anchor Assembly, Guard Cable 3-Strand
0.1	acre	Seeding- warm season mixtures (Erosion Control Methods)
10	LF	Silt Fence (Erosion Control Methods)
2	ea	Type 1 Ditch Check (Erosion Control Methods)

Scope B, for Item 3

<u>Qty</u>	<u>Unit</u>	<u>Description</u>
2	ea	Single Lane Closure- High Speed Roadway
60	LF	Removal of Guard Cable 3-strand
0	ea	Removal of Anchor Assembly
2	ea	Anchor Assembly, Guard Cable 3-Strand
0.1	acre	Seeding- warm season mixtures (Erosion Control Methods)
10	LF	Silt Fence (Erosion Control Methods)
2	ea	Type 1 Ditch Check (Erosion Control Methods)

Scope C, for Item 7

<u>Qty</u>	<u>Unit</u>	<u>Description</u>
1	lump	Removal of Emergency Crossover Material, incl. Dirt and pipe. MoDOT to retain material.
2	ea	Single Lane Closure- High Speed Roadway
112	LF	New installation of Median Guard Cable 3-strand
1	ea	Removal of Anchor Assembly
1	ea	Anchor Assembly, Guard Cable 3-Strand
9	cuyd	Aggregate Bedding for 3-strand guard cable
0.1	acre	Seeding- warm season mixtures
50	sqyd	Permanent Erosion Control Geotextile



ITEMIZED LOCATIONS AND PRICING PAGE

Pricing/Award

Award of contract will be made a lowest total price of all items to complete project. However, on a separate sheet of paper, the contractor must itemize the job components and its correlating price.

***All Emergency Crossovers openings MUST be 60' feet. Emergency Crossover work to be completed by MoDOT Maintenance Crews.**

ITEM 1 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting Scope A Requirements

- Cooper County between MO Hwy 87 and 179
- Continuous Log Mile 109.464
- Notes: West of overlap in cable- will only have to move one cable end terminal

BID PRICE \$ _____

ITEM 2 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting Scope A Requirements

- Cooper County just east of Chouteau Creek Bridge, west of MO 41
- Continuous Log Mile 95.60
- Notes: Approximately 1500 feet off of the guardrail East Bound from Chouteau Creek Bridge; west of overlap in cable; will only have to move one cable end terminal.

BID PRICE \$ _____

ITEM 3 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting Scope B Requirements

- Boone County west of Cedar Creek
- Continuous Log Mile 136.282
- Notes: Approximately 1550 feet from the guardrail West Bound from Cedar Creek near drop inlet; not near cable ends; will have to break cable and insert two new cable end terminals.

BID PRICE \$ _____



ITEM 4 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting
Scope A Requirements

- Callaway County between routes A/Z and D
- Continuous Log Mile 158.394
- Notes: West of bridge rail approximately 3,285 ft, on west side of overlapping cable ends; will only have to move one cable end terminal

BID PRICE \$ _____

ITEM 5 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting
Scope A Requirements

- Callaway County between routes M/HH and J/DD
- Continuous Log Mile 140.597
- Notes: West side of overlapping cable; will only have to move one cable end terminal.

BID PRICE \$ _____

ITEM 6 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting
Scope A Requirements

- Callaway County east of Auxvasse Creek
- Continuous Log Mile 153.827
- Notes: Approximately 1,635 ft from the guardrail East Bound from Auxvasse Bridge just west of guard cable overlap; will only have to move one cable end terminal.

BID PRICE \$ _____

ITEM 7 – Remove Emergency Crossover Opening and Install Guard Cable Meeting Scope C Requirements

- Callaway County west of Rt. A/Z
- Continuous Log Mile 155.174
- Notes: Will need to remove material, pipe and move one (1) cable end.

BID PRICE \$ _____

EXTENDED TOTAL BID PRICE \$ _____



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

SEALED BIDS TO BE MAILED TO:

Missouri Department of Transportation
D5 General Services/Procurement
1511 Missouri Blvd.
Jefferson City, MO 65102

Clearly Marked: Bid Request Q5-07-039

Firm: _____

Street: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

Name: _____

Signature: _____

Email: _____



Guard Cable Relocation Project

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal and _____, as Surety are held and firmly bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the penal sum of:

_____ Dollars (\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing **Guard Cable Relocation for Emergency Crossoves** as set out in the proposal to which this bond is attached.

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

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

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

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



BID BOND LANGUAGE

BONDS:

Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue—Credit State Road Fund for an amount equal to Five (5) Per Cent of the amount of the BID submitted, as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment (Contract bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue—Credit State Road Fund" in an amount equal to One Hundred Percent (100%) of the contract price.

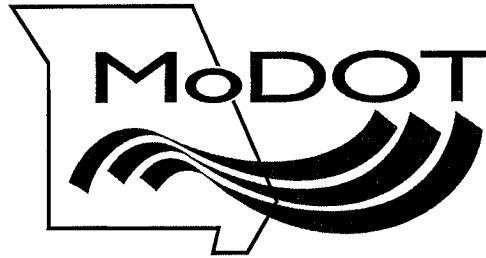
If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

Certified checks, Cashier's Checks or Bank Money Orders of unsuccessful Bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Missouri
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By _____
Corey Duemmel, District 5 MoDOT
Senior General Services Specialist/Buyer
(573) 526-6796



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http://www.dolir.mo.gov/ls/prevailingwage/general_wage.htm



Bid Request Q5-07-039
Bid Opening May 7, 2007 1:00 PM CDST

Additional Requirements

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Attachments

Maps
Index and Profile Sheets

Contacts

If you have any questions regarding the guard cable requirements, please call:
Elizabeth Duvall, Traffic Studies Specialist, at 573-751-7380.

All other questions concerning this quote, you may contact Corey Duemmel at (573) 526-6956.



SCOPE REQUIREMENT

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Scope A, for Items 1,2,4,5 and 6

<u>Qty</u>	<u>Unit</u>	<u>Description</u>
2	ea	Single Lane Closure- High Speed Roadway
112	LF	Removal of Guard Cable 3-strand
1	ea	Removal of Anchor Assembly
1	ea	Anchor Assembly, Guard Cable 3-Strand
0.1	acre	Seeding- warm season mixtures (Erosion Control Methods)
10	LF	Silt Fence (Erosion Control Methods)
2	ea	Type 1 Ditch Check (Erosion Control Methods)

Scope B, for Item 3

<u>Qty</u>	<u>Unit</u>	<u>Description</u>
2	ea	Single Lane Closure- High Speed Roadway
60	LF	Removal of Guard Cable 3-strand
0	ea	Removal of Anchor Assembly
2	ea	Anchor Assembly, Guard Cable 3-Strand
0.1	acre	Seeding- warm season mixtures (Erosion Control Methods)
10	LF	Silt Fence (Erosion Control Methods)
2	ea	Type 1 Ditch Check (Erosion Control Methods)

Scope C, for Item 7

<u>Qty</u>	<u>Unit</u>	<u>Description</u>
1	lump	Removal of Emergency Crossover Material, incl. Dirt and pipe. MoDOT to retain material.
2	ea	Single Lane Closure- High Speed Roadway
112	LF	New installation of Median Guard Cable 3-strand
1	ea	Removal of Anchor Assembly
1	ea	Anchor Assembly, Guard Cable 3-Strand
9	cuyd	Aggregate Bedding for 3-strand guard cable
0.1	acre	Seeding- warm season mixtures
50	sqyd	Permanent Erosion Control Geotextile



ITEMIZED LOCATIONS AND PRICING PAGE

Pricing/Award

Award of contract will be made a lowest total price of all items to complete project. However, on a separate sheet of paper, the contractor must itemize the job components and its correlating price.

***All Emergency Crossovers openings MUST be 60' feet. Emergency Crossover work to be completed by MoDOT Maintenance Crews.**

**ITEM 1 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting
Scope A Requirements**

- Cooper County between MO Hwy 87 and 179
- Continuous Log Mile 109.464
- Notes: West of overlap in cable- will only have to move one cable end terminal

BID PRICE \$ _____

**ITEM 2 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting
Scope A Requirements**

- Cooper County just east of Chouteau Creek Bridge, west of MO 41
- Continuous Log Mile 95.60
- Notes: Approximately 1500 feet off of the guardrail East Bound from Chouteau Creek Bridge; west of overlap in cable; will only have to move one cable end terminal.

BID PRICE \$ _____

**ITEM 3 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting
Scope B Requirements**

- Boone County west of Cedar Creek
- Continuous Log Mile 136.282
- Notes: Approximately 1550 feet from the guardrail West Bound from Cedar Creek near drop inlet; not near cable ends; will have to break cable and insert two new cable end terminals.

BID PRICE \$ _____



ITEM 4 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting Scope A Requirements

- Callaway County between routes A/Z and D
- Continuous Log Mile 158.394
- Notes: West of bridge rail approximately 3,285 ft, on west side of overlapping cable ends; will only have to move one cable end terminal

BID PRICE \$ _____

ITEM 5 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting Scope A Requirements

- Callaway County between routes M/HH and J/DD
- Continuous Log Mile 140.597
- Notes: West side of overlapping cable; will only have to move one cable end terminal.

BID PRICE \$ _____

ITEM 6 – Remove and relocate existing Guard Cable to Create Emergency Crossover Opening Meeting Scope A Requirements

- Callaway County east of Auxvasse Creek
- Continuous Log Mile 153.827
- Notes: Approximately 1,635 ft from the guardrail East Bound from Auxvasse Bridge just west of guard cable overlap; will only have to move one cable end terminal.

BID PRICE \$ _____

ITEM 7 – Remove Emergency Crossover Opening and Install Guard Cable Meeting Scope C Requirements

- Callaway County west of Rt. A/Z
- Continuous Log Mile 155.174
- Notes: Will need to remove material, pipe and move one (1) cable end.

BID PRICE \$ _____

EXTENDED TOTAL BID PRICE \$ _____



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

SEALED BIDS TO BE MAILED TO:

Missouri Department of Transportation
D5 General Services/Procurement
1511 Missouri Blvd.
Jefferson City, MO 65102

Clearly Marked: Bid Request Q5-07-039

Firm: _____
Street: _____
City: _____
State: _____ Zip: _____
Phone: _____
Fax: _____
Name: _____
Signature: _____
Email: _____



Guard Cable Relocation Project

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal and _____, as Surety are held and firmly bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the penal sum of:

_____ Dollars (\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing **Guard Cable Relocation for Emergency Crossovers** as set out in the proposal to which this bond is attached.

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

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

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

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



BID BOND LANGUAGE

BONDS:

Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue—Credit State Road Fund for an amount equal to Five (5) Per Cent of the amount of the BID submitted, as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment (Contract bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue—Credit State Road Fund" in an amount equal to One Hundred Percent (100%) of the contract price.

If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

Certified checks, Cashier's Checks or Bank Money Orders of unsuccessful Bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

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. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

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

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

- 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.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. 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 operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. 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 the 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: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

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

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

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.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Cooper, Boone and Callaway. The General Wage Order # may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

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.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "Notice to Proceed" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- b. 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

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

December 25

Christmas Day

- c. When any of the above holidays falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above holidays falls on a **Saturday**, the holiday will be observed on the immediately preceding **Friday**.

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.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

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 dollars (\$500.00) 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.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

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.

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.