



MISSOURI DEPARTMENT OF TRANSPORTATION
QUOTE GUIDELINES AND DOCUMENTATION

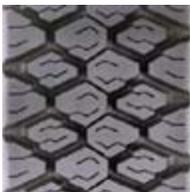
REQUEST FOR QUOTATION

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.

Table with 3 columns: TODAY'S DATE, QUOTE DUE BY (DATE AND TIME), F.O.B. REQUIREMENTS; CONTRACT PERIOD, QUOTE #, BUYER NAME; District Mailing Address, Pickup/Delivery Location.

MoDOT District 9 seeks to establish a 12-month contract for a Recap Tire Program, in which casings supplied by MoDOT District 9 will be picked up, recapped and returned to the locations listed on Page 3. Multiple awards will be made based on retread process, distance from maintenance facilities, and total price for pick up/delivery to the facilities listed on Page 3. An option for two 12-month extensions will be offered provided there will be no change in price or terms and conditions of the original contract.

The awarded vendor(s) will supply MoDOT District 9 with 11R22.5 All-Season Recapped Pre-cure tires equivalent to the Oliver Tuff-Cure Pre-Cure Retread Process, Sierra Tread Design Compound TC 2000, with a tread depth of 22/32" (17mm), tread size 8, 9 (Metric 205/220) for drive axle application dependent upon design criteria. A picture of the tread design is below. This data comes from http://www.oliverrubber.com/us/en/traclug.asp



Sierra Lug Design
Compound TC 2000
Tread Size: Metric 205,220 Standard 8,9
Tread Depth Metric 17mm Inches 22/32"

Materials used in recapping shall be equal to or better than that of new rubber compound. Recapping procedures should conform to industry-recognized standards. Casings used for recapping should be no more than 4-years old and have no more than 1 repair in each section of the tire if it were divided into four equal parts.

MoDOT District 9 estimates recapping approximately 150 tires annually. This is an estimate and not a guaranteed quantity.

VENDOR NAME:

When using non-MoDOT supplied casings, vendors should use only major brand casings such as Goodyear, Michelin, Firestone, Bridgestone, or Goodrich. If you will be using other brands of casings, please list these brands in the space provided below:

**All recapped tires purchased under this program must be supplied by re-treaders who have been certified under the General Services Administration, Federal Tire Program and/or Quality Assurance Facility Inspection Program (QAFIP) and/or U.S. Government Tire and Retread Plant Program administered by the U.S.D.O.T. Submit a copy of certifications with your bid response.**

**All pricing is to be based upon the pickup and delivery of tires F.O.B. Destination (locations are listed on Page 3). Delivery costs must be included in the unit prices & not listed as a separate line item. Pricing must remain the same during the term of the contract.**

**All tires provided under this agreement must have warranty coverage. Submit an attachment describing the coverage your company will provide on tires under this agreement.**

U/M	DESCRIPTION	UNIT PRICE
EA	11R22.5 Recapped Tire <b>with</b> MoDOT supplied casing (unmounted)	\$ _____ per tire

MoDOT personnel will inspect casings to determine their suitability for recapping. To assist us in our casing inspection processes, submit an attachment describing the casing inspection criteria your company will use in determining if a casing is acceptable for use. MoDOT will then use the same inspection criteria when determining which casings to send in for recapping. However, in the event we submit casings the vendor finds unacceptable, these shall be returned, at no cost, to District 9 for disposition.

U/M	DESCRIPTION	UNIT PRICE
EA	11R22.5 Recapped Tire <b>without</b> MoDOT supplied casing (unmounted)	\$ _____ per tire

This pricing will be used only if MoDOT desires to purchase recapped tires, but has no casings to supply.

**The awarded vendor agrees to purchase 315 and 11R22.5 casings from MoDOT District 9.**

U/M	DESCRIPTION	UNIT PRICE
EA	11R22.5 casing purchased from MoDOT	\$ _____
EA	315 casing purchased from MoDOT	\$ _____

Specify the recapping process which will be used for tires provided under this agreement (check one):	Cold Caps	Moldcure
	<input type="checkbox"/>	<input type="checkbox"/>

**MISSOURI DEPARTMENT OF TRANSPORTATION  
District 9**

**Pick up and Delivery Locations**

<b>Facility</b>	<b>County</b>	<b>Address</b>	<b>Location</b>
Centerville	Reynolds	Route 1, Box 99, Lesterville, MO 63654	Rt. 21 at Rt. N
Cuba	Crawford	7149 Old Route 66, Cuba, MO 65453	Exit 210, I-44 at Rt. UU
Doniphan	Ripley	Rt. 3, Box 25, Doniphan, MO 63935	Rt. 21 at Rt. 160 East Junction
Edgar Springs	Phelps	27800 Hwy 63 S, Edgar Springs, MO 65462	Rt. 63 0.3 Mile South of Rt. H
Houston	Texas	1540 North Hwy. 63, Houston, MO 65483	1 Mile North of Houston on Rt. 63
Potosi	Washington	Route 2, Box 2272, Cadet, MO 63630	Rt. E 0.5 Mile West of Rt. E
Rolla	Phelps	351 Sally Road, Rolla, MO 65401	Sally Rd. 0.5 Mi. N. of Bus. Lp I-44
St. James	Phelps	17855 Hwy 8 East, St. James, MO 65559	Rt. 63 1.5 Mile South of Rt. DD
St. Roberts	Pulaski	115 Plattner Avenue, St. Roberts, MO 65583	Bus Lp. I-44 0.5 mi. West of Rt. YY
Thayer	Oregon	Route 2, Box 2319, Thayer, MO 65791	Rt. 00 0.1 Mile East of Rt. 63
Van Buren	Carter	HCR 1, Box 99, Van Buren, MO 63965	Rt. 60 Approx. 2 mile East of Rt. 63
West Plains	Howell	1287 CR 8690, West Plains, MO 65775	63 Bypass 0.4 Mile South of Rt. ZZ
Willow Springs Garage	Howell	3956 E. Main, Willow Springs, MO 65793	
Willow Springs	Howell	3952 E. Main, Willow Springs, MO 65793	
Winona	Shannon	106 Industrial Drive, Winona, MO 65588	Rt. 60 0.4 Mile West of Rt. 19 West

# 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:

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

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

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

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

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

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

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

**QUOTE RESPONSE SUBMISSION REQUIREMENTS:**

- 1) Page 1 – Enter your quote prices for the options listed. Specify the type of recapping process you will use (cold caps or moldcure) by checking the appropriate block, and enter your company name in the vendor name block.
- 2) Page 2 – Enter the major brand names of casings you will use if not already listed.
- 3) Page 3 – Complete the “Preference In Purchase Products” Form.
- 4) Page 5 – Provide the data requested in the Vendor Information block & sign where indicated (below).
- 5) Include an attachment detailing your company’s casing inspection acceptance criteria.
- 6) Include an attachment detailing your warranty and road hazard coverage limits.
- 7) Include copies of the re-treading certifications your company or your supplier possesses.
- 8) Review the insurance requirements on page 2. Ensure limits will be met if a certificate is requested.
- 9) Fax, mail, or hand deliver quote by the deadline listed. No late quotes will be accepted.

**VENDOR NOTES**

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**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:	Vendor Contact Information (including area codes):		
	Phone #:		
	Cellular #:		
Email Address:	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
Would your company like information on becoming a registered/certified MBE/WBE vendor?		YES	NO
Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS?		YES	NO
<p>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:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• the management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ul>			

**All responses to this Request For Quote should be submitted on this form and pages 1 through 5 should be returned to the buyer listed above at the fax number or district mailing address shown.**

**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 Quote, the RFQ 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. 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.

- 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 a 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 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 contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. 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**" must be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" must 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 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 matter.

### **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 obligation under this Agreement.

## SPECIAL TERMS AND CONDITIONS

### Award

Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award after comparing factors such as price (based upon the estimated quantity of 200 tires), casing inspection criteria, warranty and road hazard coverage, and the recapping process (cold caps or moldcure), which will be used.

### Insurance / Certificate of Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. **Unless other 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):
  - a) Not less than **\$400,000** for any one person in a single accident or occurrence.
  - b) Not less than **\$2,500,000** for all claims arising out of a single occurrence.
- 3) Special Hazard Insurance: As required.
- 4) **Product Liability**: Not less than **\$1,000,000**.

Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 9  
Procurement Division  
**P.O. Box 220**  
**Willow Springs, MO 65793**

### 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.