

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE - P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	1-051110
DATE	October 26, 2005
PAGE NO.	1 NO. OF PAGES

SEALED BIDS, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 P.M., Local Time, November 10, 2005**

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Jefferson City, MO

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. ALL BIDS MUST BE EXTENDED AND TOTALLED.

BUYER: Colleen Kliethermes

BUYER TELEPHONE: 573-526-7928

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract to furnish "Paper" for the period of November 10, 2005 (or date of award) through May 31, 2006.					

Submit net bid as cash discount stipulations will not be considered.

NOTE: For bid to be considered, the attachment entitled "**PREFERENCE IN PURCHASING PRODUCTS**" must be on file in this office and must be in the current calendar year.

NOTE: The attachment entitled "**MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT**" certifications of compliance must be completed and submitted with your bid.

(SEE LAST PAGE FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned offer and agrees to furnish and deliver any or all the items on which prices were quoted within days after receipt of formal purchase order.*

Date: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 Federal I.D. No. \_\_\_\_\_

Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 By (Signature): \_\_\_\_\_  
 Type/Print Name \_\_\_\_\_  
 Title: \_\_\_\_\_

**Contract for furnishing "Paper " beginning November 10, 2005 (or date of award) and ending May 31, 2006.**

The bidder shall provide a firm, fixed price in the table below for the original contract period and a maximum price for each potential renewal period for providing the deliverables/services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required deliverables/services shall be included in the stated prices.

<b>PAPER, 36" ROLL</b>							
<b>Original Contract Period (Date of award through May 31, 2006) <i>Firm Fixed Price</i></b>							
<b>ITEM #</b>	<b>COMM. CODE:</b>	<b>DESCRIPTION:</b>	<b>MFG #/ MODEL #:</b>	<b>EST. ANNUAL QTY:</b>	<b>UNIT OF ISSUE:</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL:</b>
#1		Paper (For office and Print Shop Use) No. 4 Grade Paper, 20 lb., 36" x 650', white, <b>untapped</b> , smooth finish, 84 brightness, 3" core.		400	rolls		
<b>1<sup>st</sup> Renewal Period (June 1, 2006 through November 30, 2006) <i>Maximum Price</i></b>							
#1		Paper (For office and Print Shop Use) No. 4 Grade Paper, 20 lb., 36" x 650', white, <b>untapped</b> , smooth finish, 84 brightness, 3" core.		400	rolls		
<b>2<sup>nd</sup> Renewal Period (December 1, 2006 through May 31, 2007) <i>Maximum Price</i></b>							
#1		Paper (For office and Print Shop Use) No. 4 Grade Paper, 20 lb., 36" x 650', white, <b>untapped</b> , smooth finish, 84 brightness, 3" core.		400	rolls		

**DELIVERY:** All deliveries shall be FOB destination (Jefferson City).

**NOTE:** Bidder must provide a sample of the product they are bidding.

**NON-EXCLUSIVITY:** The Missouri Department of Transportation (MoDOT) reserves the right to

obtain "like or similar" products of this or other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.

**NOTE:** All bidders shall indicate "brand and model number" of the product being quoted. Any bids received without the required information will be subject to rejection.

**NOTE:** The quantities shown are estimated requirements for the period specified. MoDOT reserves the right to increase or decrease quantities as needed.

**NOTE:** Failure to comply with the above requirements may cause rejection of bid.

**NOTE:** For the purposes of this bid, items will be awarded on an "All or None" basis.

**NOTE:** All prices must remain firm for the entire contract period.

**NOTE:** MoDOT reserves the right to reject any sample and related bids which do not meet specifications.

**NOTE:** Contract Period - The contract shall commence from the date of award through May 31, 2006 with up to two (2) six-month renewal option periods. If the option for renewal is exercised by the Missouri Department of Transportation, the contractor shall agree to all terms and conditions of the IFB and all subsequent amendments. Renewal options are at the sole discretion of the Missouri Department of Transportation.

**NOTE:** Renewal Periods - If the option for renewal is exercised by the Missouri Department of Transportation, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.

- a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
- b. Missouri Department of Transportation does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- c. In the event the Missouri Department of Transportation exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

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

- 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 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.

**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.

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

**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 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 Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

# PREFERENCE IN PURCHASING PRODUCTS

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

The bidder's attention is directed to Section 34.076 RS Mo. 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

**All bidders must furnish the information requested below.**

**FOR CORPORATIONS:**

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

**FOR OTHERS:**

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

**FOR ALL BIDDERS:**

List address of Missouri offices or places of business.

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**MUST BE COMPLETED AND SIGNED:**

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

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

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

BY \_\_\_\_\_

(Signature)

NOTE: For bid to be considered, the attachment entitled "Preference In Purchasing Products" must be on file in this office 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 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 the 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 on the reverse side of 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 line 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 item number(s) here:

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[ ] If any or all of the goods or products specified in the attached bid which you proposed 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 number the country other than the United States where each goods or product you propose to furnish is manufactured or produced; and (c) check the box(es) at left of the paragraphs below if applicable, and list the corresponding item numbers in the spaces provided.

**COMPLETE REVERSE SIDE**

