

**MISSOURI DEPARTMENT OF TRANSPORTATION**



CENTRAL DISTRICT  
 PO Box 718  
 1511 MISSOURI BLVD.  
 JEFFERSON CITY, MO 65102

**REQUEST FOR BID**  
**BIDDING GUIDELINES**  
**AND DOCUMENTATION**

**SEALED BID REQUIRED**

TODAY'S DATE: <b>JUNE 9, 2015</b>	BID DUE BY (DATE AND TIME): <b>JUNE 22, 2015</b> <b>1:00 PM CT</b>	F.O.B. REQUIREMENTS: <b>FOB DESTINATION</b>
TO BE DELIVERED/COMPLETED:	BID #: <b>CD-15-072B</b>  THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER: <b>SHELDON REDEL</b> PHONE NUMBER: <b>573-751-7708</b> <a href="mailto:SHELDON.REDEL@MODOT.MO.GOV">SHELDON.REDEL@MODOT.MO.GOV</a>
<u>District Mailing Address:</u> Missouri Department of Transportation Central District General Services 1511 Missouri Blvd Jefferson City, MO 65102		<u>Delivery Locations:</u>  <b>VARIOUS MODOT LOCATIONS</b>

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.

ITEM	UM	QTY	DESCRIPTION	UNIT PRICE	DELIVERY TIME FRAME
<p>The Missouri Department of Transportation desires to establish a contract to furnish "<b>uniform rental and maintenance services</b>" effective Notice to Proceed thru August 31, 2018, in accordance with the following pages.</p> <p style="text-align: center;"><i>See Enclosed Specifications, Details and Pricing Pages</i></p>					

VENDOR NAME:

All responses to this Request for Bid **MUST** be submitted with this form and all pages **MUST** be returned to the Buyer listed above at the District mailing address as a **SEALED BID. No faxes.**

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide uniform rental and maintenance services in accordance with the requirements and specifications stated herein, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 1:00 p.m., CT, Monday, June 22, 2015.**

#### **RFB COORDINATOR:**

**Sheldon Redel, Procurement Agent  
Missouri Department of Transportation  
Central District  
1511 Missouri Blvd  
Jefferson City, MO 65102**

**PHONE: 573-751-7708**

### 1.2 General Information and Background:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of uniform rental and maintenance services as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work  
Appendix A – MoDOT – Central District Uniform Delivery Locations
  - 3) Bid Submission
  - 4) Pricing Page  
Appendix B – Logo/Patch Emblem
  - 5) Vendor Information and Preference Certification Form
  - 6) Notice of Cooperative Purchasing
  - 7) Annual Worker Eligibility Verification Affidavit – Exhibit A
  - 8) Affidavit for Sole-Proprietorship or Partnership – Exhibit B
  - 9) Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization – Exhibit C
  - 10) New District Map – Exhibit D
  - 11) Terms and Conditions

## **2. SCOPE OF WORK**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide uniform rental and maintenance services on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services.
- 2.1.3 The Contractor shall provide Uniform Rental, Cleaning and Maintenance Services for the delivery locations identified in Appendix A to the sole satisfaction of MoDOT. MHTC reserves the right to offer multiple awards for this Request for Bid (RFB.) MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Bidder.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids.

### **2.2 Specific Requirements:**

- 2.2.1 The contractor shall provide MoDOT with uniform rental, cleaning, and maintenance services in accordance with the following.

### **2.3 Delivery Requirements:**

- 2.3.1 The following delivery requirements shall apply:
- 2.3.2 The Contractor(s) shall maintain weekly delivery to the locations identified in "Appendix A - MoDOT Central District Uniform Delivery Locations" and incorporated herein. The Contractor(s) is to note the physical locations in Appendix A are approximate. All delivery locations are identified as "Mandatory" and require weekly delivery.
- 2.3.3 All garments picked up one week must be returned the following week. In addition, any garment not returned within two (2) weeks shall be considered lost, and the Contractor(s) shall replace the garment prior to the next semi-monthly payment.
- 2.3.4 Locations may be added and/or deleted as agreed upon by MHTC. Locations may be relocated to new geographical areas. The Contractor(s) shall take the aforementioned additions, deletions and relocations into consideration as part of the rental price for each garment. No additional payment shall be made.
- 2.3.5 The number of employees shown at each location is approximate. This program is not mandatory. The number of employees that participate in this program may vary.
- 2.3.6 Some locations outlined in Appendix A do not typically receive deliveries due to the type of work performed by this agency. The Contractor(s) must coordinate with each district and/or unit regarding the scheduled time for delivery at each location where there is a risk that staff may not be present to receive deliveries. When it is necessary for the driver to deviate from the agreed upon delivery schedule, the driver must contact a representative from the respective delivery location. MoDOT prefers an early morning delivery schedule for the smaller delivery locations. Employees at these locations are on site briefly and then are in the field for the remainder of the day. Every effort will be made to have a MoDOT receiver on site, however, this is not guaranteed.

- 2.4 Garments:** Employees participating in this program will have the choice of the following Contractor(s) owned and distributed uniform items.
- 2.4.1 **Short Sleeve Uniform Shirts:** 100% cotton or a polyester/cotton blend (to be chosen by the employee) in a light blue color and constructed with a button and/or snap front (to be selected by the employee) and two (2) patch breast pockets. The polyester cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty (35-40%) cotton.
- 2.4.2 **Long Sleeve Uniform Shirts:** 100% cotton or a polyester/cotton blend (to be chosen by the employee) in a light blue color and constructed with a button and/or snap front (to be selected by the employee) and two (2) patch breast pockets. The polyester cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty (35-40%) cotton.
- 2.4.3 **Short Sleeve Uniform Shirts: HI-VISIBILITY** material that meets ANSI/ISEA 107-2004 Standard for Class II or Class III Safety Apparel (to be chosen by the employee). Constructed with a button and/or snap front (to be selected by the employee) and two (2) patch breast pockets.
- 2.4.4 **Long Sleeve Uniform Shirts: HI-VISIBILITY** material that meets ANSI/ISEA 107-2004 Standard for Class II or Class III Safety Apparel (to be chosen by the employee). Constructed with a button and/or snap front (to be selected by the employee) and two (2) patch breast pockets.
- 2.4.5 **Coveralls:** Coveralls must be dark blue in color and able to fit over safety boots/shoes. Coveralls must be available in both a polyester/cotton blend as well as a 100% cotton fabric for the unit prices bid. Coveralls constructed from a polyester/cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty (35-40%) cotton.
- 2.4.6 **Uniform Trousers:** Trousers must be available in both a polyester/cotton blend as well as a 100% cotton fabric for the unit prices bid and shall be dark blue in color. Trousers constructed from a polyester/cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty percent (35-40%) cotton. Additionally, the silhouette should be a Boot Flare and must fit over a safety boot/shoe.
- 2.4.7 **Denim Jeans:** Employees may select the denim jean color suitable to them and available from the Contractor(s).
- 2.4.8 **Jackets:** Jackets must be dark blue in color with a zipper from the collar to the bottom hemline. The jackets shall be a polyester/cotton blend. Jackets constructed from a polyester/cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty percent (35-40%) cotton. The jackets shall include two (2) lower inset seam pockets on the front with a patch pocket on the left sleeve.
- 2.4.9 All garments provided and distributed by the Contractor(s) shall remain the property of the Contractor(s). The Contractor(s) must provide new garments to all employees beginning participation in the program within the first sixty (60) calendar days of the implementation period within the given district. After the first sixty-day implementation period has passed, any employee who joins the program will be provided garments of equal quality to those of their fellow employees. The garments provided by the Contractor(s) must be acceptable to the participating employees.
- 2.4.10 Each clothing item provided by the Contractor(s) shall have a laundry mark or other identification device for the purpose of identifying each article of clothing for the individual employee.
- 2.4.11 Employees shall choose the type of uniform garments to be supplied at the time of enrollment in the program.

## **2.5 Cleaning Requirements:**

- 2.5.1 The Contractor(s) shall launder garments to the highest industry standards with hypoallergenic detergents on a weekly basis which will not degrade the hi-visibility shirt material. Uniforms not cleaned to the satisfaction of the employee shall be returned to the Contractor(s) for re-cleaning until the uniforms are cleaned to the employees'

satisfaction. The Contractor(s) shall not assess a charge for uniforms returned for re-cleaning.

## 2.6 Repairs:

2.6.1 The Contractor(s) shall be responsible for the repair of all damage to the rental garments. Garments shall be maintained in a constant state of superior condition, with buttons and snaps securely attached and missing buttons and snaps replaced. Final determination shall rest with the District Engineer/Division Director or his/her assignee. When needed repairs are brought to the attention of the Contractor(s), said problems shall be expeditiously remedied and the garment returned as part of the next delivery throughout the life of the contract and regardless of any pending expiration date. The Contractor(s) shall not charge for uniforms that are returned for repair necessitated by normal wear and tear. Failure of the Contractor(s) to repair garments to a satisfactory condition or provide a replacement shall be cause to withhold the next semi-monthly payment until the repair is accomplished.

2.6.1 The Contractor(s) shall provide, at a minimum, five (5) identifiable bags to each delivery location listed in Appendix A of this bid. These bags must include a zipper on it for closing it and must NOT be a paper or plastic bag. These bags will be used for employees requesting a repair to place their repair items in when needing a repair. The bags may have a repair checklist on them for each individual piece of clothing, or one large bag may be used for employees to continue tagging their repair items and then place the repair item in one large bag with other repair items. This will help to ensure a repair is needed before a garment is to be laundered.

## 2.7 Replacement:

2.7.1 All garments considered unsightly due to mending, stains, rips, or excess wear shall be replaced with **new** garments of the appropriate size at no additional charge.

2.7.2 At the beginning of each renewal, the Contractor(s) will be responsible for replacing all garments as part of the renewal option. All garments must be replaced for each employee participating in the uniform program no matter when the employee received their uniform(s). Additionally, each employee must be measured and sized again according to the specifications listed below in the "sizing" section of this bid.

2.7.3 New garments, on an as needed basis, shall replace worn or damaged garments during the contract period.

2.7.4 An employee may request uniform replacement during the contract renewal period. If denied, the Contractor(s) must provide justification as to why the request was denied. In the event of a dispute, final determination as to uniform replacement shall rest with MoDOT. The decision of MoDOT shall be final and without recourse.

## 2.8 Sizes:

2.8.1 Measurements for the new uniforms for changeover shall be done by the Contractor(s) at the delivery locations specified in Appendix A. The Contractor(s) shall visit each location during changeover for the purpose of individually measuring all personnel for whom garments will be ordered. **The Contractor(s) must complete measurements for the initial garments and shall be in a position to deliver the garments to all participating employees no later than September 1, 2015.** The Contractor(s) shall schedule all measurements with each individual delivery location at a mutually agreed upon date and time.

2.8.2 "Measuring" shall include physical measurements taken by an experienced professional and "trying on" of a sample garment of the exact type and size that the employee will be ordering. It is the responsibility of the Contractor(s) to provide a sufficient number of sample uniforms for this purpose whenever measurements are taken. No verbal measurements will be acceptable. Proper fit of uniforms shall be guaranteed.

2.8.3 Replacement uniforms for existing employees who have been measured previously may be sized from existing records with verification that the employee has not changed sizes. Any change in size shall be verified by physical measurement.

2.8.4 This bid includes all sizes. This means, you must include the cost of short and long lengths, short and tall shirts, short and long inseams and sizes. Additionally, all sizes must be included and available from this contract.

**2.9 Identification Emblems – Logo Emblem & Name Patch:** (To be used for all shirts, except the t-shirt.)

2.9.1 The Missouri Department of Transportation (MoDOT) logo emblem patch shall be 4 1/2" by 2 1/2" rectangle with 1/4" rounded corners. The patch shall be attached over the left pocket with the 4 1/2" side horizontal to the pocket. The background material shall be white with a 1/8" dark blue embroidered border. The patch will contain the MoDOT logo as shown in Appendix B, embroidered in dark blue. The dark blue embroidered color shall match the uniform trouser color.

2.9.2 The name patch shall be 3 1/4" by 1 1/2" rectangle with 1/4" rounded corners. The patch shall be attached over the right pocket with the 3 1/4" side horizontal to the pocket. The patch shall have 1/8" dark blue embroidered border, white background material and the employees name embroidered in dark blue. The dark blue embroidered color shall match the uniform trouser color.

2.9.3 The patches shall have a plastic coated backing, and the backing material shall consist of polyester cotton twill. The embroidery thread shall be rayon.

2.9.4 The successful Bidder shall provide samples of the patches to the Commission for approval.

2.9.5 The Commission shall pay for a logo and nametag patch for each shirt. The Contractor(s) shall submit a semi-monthly itemized bill stating the employee's names, building location and the number and type of patches attached to the rental garments to the district office designated in the contract award.

2.9.6 The bid price for the logo or nametag shall include the price of the patch and the price of the initial attachment to the shirt. There shall be no additional compensation to the Contractor(s) for maintaining or replacing the patches.

**2.10 Customer Service:**

2.11.1 The Contractor(s) shall set in place some type of customer service survey tool. Comment cards shall be made available to all employees for use to communicate with the Contractor(s). Quarterly reports summarizing surveys and comment card communications shall be delivered to the MoDOT contract administrator or designee.

2.11.2 Mandatory Semi-Annual Meetings with MoDOT representative(s) and the Contractor(s) will be scheduled during the course of the contract and all potential renewals.

**2.12 Invoicing and Payment Requirements:**

2.12.1 MoDOT processes payments for this service semi-monthly on the 15<sup>th</sup> and last day of each month. The bid price shall remain in effect for the entire duration of the agreement period. MoDOT contributes up to a maximum amount of \$17.00 per month per employee. This contribution must be tracked as a taxable benefit; therefore payment of this program is administered through employee payroll deductions. Jackets and cotton denim jeans are not covered under the rental program and costs associated with these garments are the complete responsibility of the employee. Payment for these items will be made through the employee payroll deduction program at 100% of the cost.

2.12.2 Payments for services provided under this contract **ARE NOT** processed based upon Contractor(s) Invoices. Payments are issued based upon receipt of services according to this Request for Bid (RFB) and resulting contract as well as the processed Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization form. The latest version of this document is attached as Exhibit C. This form will be updated with the current Contractor(s) pricing and information upon completion of the resulting Contract.

- 2.12.3 Employees may begin uniform garment rental on the first working day of any pay period so long as an Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization form has been presented to the District Business and Benefits office fifteen (15) days prior to the start date. The Contractor(s) shall receive its first semi-monthly payment approximately fifteen (15) days after rental services begin. (Ex. If employee uniform rental garment start date is July 1, 2015, the completed Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization Form must be received at the District Business and Benefits office by June 15, 2015. Contractor(s) should receive first semi-monthly payment on July 15, 2015; likewise if employee rental garment start date is July 16, 2015, the completed Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization Form must be received at the District Business and Benefits office by June 30, 2015. Contractor(s) should receive first semi-monthly payment on July 31, 2015.)
- 2.12.4 On the 15<sup>th</sup> and last day of each month, MoDOT will issue two checks per established vendor code. Vendor codes are established based upon the number of payment locations established by the Contractor(s). One check will include all payments associated with the vendor code and will include payment for those participating employees whose rental payments were withheld through payroll deduction as well as a list itemizing each employee's withholding. The second check will include the Commission's share of the uniforms as well as a list itemizing the amount contributed for each employee. The itemized listings described above will be sorted by pay location.
- 2.12.5 If for any reason the Commission cannot withhold the semi-monthly deduction from an employee's payroll, it shall be the employee's responsibility to make direct payment to the Contractor(s).
- 2.12.6 If for any reason the employee cancels or suspends the garment rental service and the employee's uniform rental is deducted and paid to the Contractor(s), it is the Contractor(s)'s responsibility to reimburse the employee for any overpayment. The Contractor(s) must provide each MoDOT district/division uniform coordinator with a contact person's name and telephone number to answer questions related to pending reimbursements.
- 2.12.7 The employee may suspend service without cancellation of the service for worker's compensation or extensive sick leave when said leave is one (1) month or more.
- 2.12.8 It is the employee's responsibility to notify both the MoDOT District contact and the Contractor(s) anytime he/she wishes the garment rental service canceled or suspended.
- 2.12.9 On occasion an employee's check may be canceled after rental payment has been made to the Contractor(s). At the time this occurs the employee's portion of the rental payment is considered to be state funds and may not be credited to the employee's account. The MoDOT designee shall notify the Contractor(s) and the Contractor(s) must hold that portion of the rental payment until the next semi-monthly payment period. This amount will then be reduced in the next semi-monthly payment period as the Commission has actually overpaid the Contractor(s) with state funds. It is then the employee's responsibility to make direct payment to the Contractor(s) for the semi-monthly rental, which would have been covered by the canceled check.

## 2.13 Other Contractual Requirements:

- 2.13.1 Contract Period - The contract shall commence from the date of Notice to Proceed until **August 31, 2018** with a one (1) three-year renewal option period, or any portion therein. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.13.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

## 2.14 Clarification and Special Comments:

- 2.14.1 The following are conditions an employee may terminate their participation in this program:
- a. Completion of the initial six-month service period. This can either be upon execution of a new contract period or following the initial employee enrollment. Employees may make this decision within thirty days of the described anniversary date.
  - b. As listed in this bid document
  - c. Upon any contract period expiration.
  - d. When the employee retires or is promoted/demoted to a position where a uniform is inappropriate.
  - e. When the employee transfers from one district to another or the central office unit.
  - f. When an employee terminates their employment with MoDOT.
- 2.14.2 If an employee terminates the contract at or after the six (6) month period for any reason other than those stated above, he/she may not rejoin the uniform program until after termination of the current uniform agreement.
- 2.14.3 If an employee leaves the service of MoDOT prior to returning his uniforms to the company, the Contractor(s) shall have the primary responsibility for the recovery of the garments or the cost of the garments from the contracting employee.
- 2.14.4 Failure by the Contractor(s) to provide the services as outlined may lead to cancellation of this Agreement. The Contractor(s) may be declared non-responsible for failing to live up to the terms outlined above. This could lead to suspension from the Commission's vendor list for a three (3) year period, as outlined in Rules of Missouri Department of Transportation, MHTC, Procurement 7 C.S.R. 10-11.030.
- 2.14.5 It **shall not** be construed that an employee cannot enroll in this program if they do not sign up for this program during the initial implementation of any contract resulting from this request. Employees shall be allowed to enroll in this program during the life of the contract unless they are restricted from enrollment due to a specific terms or conditions of this request and resulting contract.

Central District Addresses					Appendix A
Facility	Address	City	St	Zip	Current # of Employees with Uniforms (as of 6/1/15)
BOONVILLE	16803 HIGHWAY 5	BOONVILLE	MO	65233	11
CALIFORNIA	801 WEST BUCHANAN	CALIFORNIA	MO	65018	6
CAMDENTON	586 PIER THRITY ONE ROAD	CAMDENTON	MO	65020	12
COLUMBIA	4201 PARIS ROAD	COLUMBIA	MO	65202	19
CUBA	7149 OLD HWY 66	CUBA	MO	65453	5
DRAKE	1972 HIGHWAY 50	DRAKE	MO	65066	12
EDGAR SPRINGS	27800 HWY 63	EDGAR SPRINGS	MO	65462	5
ELDON	30 HIGHWAY Y	ELDON	MO	65026	5
FAYETTE	871 STATE HWY 240	FAYETTE	MO	65248	11
FULTON	4975 COUNTY ROAD 304	FULTON	MO	65251	3
IBERIA	790 EAST HIGHWAY 42	IBERIA	MO	65486	2
JEFFERSON CITY	1511 MISSOURI BLVD	JEFFERSON CITY	MO	65102	
JEFFERSON CITY	5607 RED EAGLE DRIVE	JEFFERSON CITY	MO	65109	16
JEFFERSON CITY - GARAGE	830 MODOT DRIVE	JEFFERSON CITY	MO	65109	9
JEFFERSON CITY - BRIDGE	744 MODOT DRIVE	JEFFERSON CITY	MO	65101	4
JEFFERSON CITY - STRIPING SIGN	740 MODOT DRIVE	JEFFERSON CITY	MO	65101	5
LEBANON	1120 IVEY LANE	LEBANON	MO	65536	13
LINN	1201 EAST MAIN	LINN	MO	65051	11
MOKANE	10165 STATE RD C	MOKANE	MO	65059	2
NEBO	37998 HWY 32	FALCON	MO	65470	5
POTOSI	HWY E HCR63	POTOSI	MO	63664	10
ROLLA	10201 CR 8110	ROLLA	MO	65401	13
SALEM	JCT 32 & FB	SALEM	MO	65560	12
ST JAMES	17855 HWY 8 EAST	ST JAMES	MO	65559	
ST ROBERT	375 OLD RT 66	ST ROBERTS	MO	65583	14
STEELVILLE	69E HWY 8	STEELVILLE	MO	65565	
VERSAILIES	1031 JEFFERSON STREET	VERSAILIES	MO	65084	4
VIENNA	702 HIGHWAY 63 NORTH	VIENNA	MO	65582	11
WILLIAMSBURG	RTE D @ 170	WILLIAMSBURG	MO	63388	
		<b>TOTAL</b>			<b>220</b>

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**Uniform Rental, Cleaning & Maintenance Services**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Bid Review:  
Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.5. Cost Determination and Award: , The low bid will be determined by taking into consideration the original contract period. For the original contract period, an average will be established among the bid unit prices submitted for each Bidder.
  - a. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

#### 4. PRICING PAGE(S)

##### 4.1 Lost or Severely Damaged Garments

The new garment replacement cost to the **employee** for all lost garments or garments damaged due to causes other than normal wear and tear shall be:

Line Item	Item Description	Replacement Cost(s)
01	Short Sleeve Uniform Shirt - 100% Cotton	\$
02	Short Sleeve Uniform Shirt - Polyester/Cotton Blend	\$
03	Short Sleeve Uniform Shirt - HI-VISIBILITY	\$
04	Long Sleeve Uniform Shirt - 100% Cotton	\$
05	Long Sleeve Uniform Shirt - Polyester/Cotton Blend	\$
06	Long Sleeve Uniform Shirt - HI-VISIBILITY	\$
07	Coveralls - 100% Cotton	\$
08	Coveralls - Polyester/Cotton Blend	\$
09	Uniform Trousers - 100% Cotton	\$
010	Uniform Trousers - Polyester/Cotton Blend	\$
011	Denim Jeans	\$
012	Jacket	\$

##### 4.2 Identification Emblems

The Contractor shall provide the following items per the specifications and payment will be made by the Commission.

Line Item	Item Description	Cost(s)
01	MoDOT Logo per Uniform Shirt	\$
02	Name Tag per Uniform Shirt	\$
03	MoDOT Logo per T-Shirt	\$

**4.3 Expenses**

The employees shall have the option to choose a seasonal change. The bid price for the garments is the final price charged for rental, maintenance and cleaning of the garments listed. Any alteration, taxation, set-up charge identification marking and/or other costs to maintain the garment must be included in the bid price.

The Contractor shall provide the following garments per employee, as agreed to by the employee; with the price per employee per SEMI-MONTHLY PAYROLL PERIOD being:

Line Item	Item Description	Semi-Monthly Pricing
01	22 Shirts & 11 Trousers (Coveralls or combination) - 100% Cotton	\$
02	22 Shirts & 11 Trousers (Coveralls or combination) - Polyester/Cotton Blend	\$
03	11 Shirts & 11 Trousers (Coveralls or combination) - 100% Cotton	\$
04	11 Shirts & 11 Trousers (Coveralls or combination) - Polyester/Cotton Blend	\$
05	11 Shirts - 100% Cotton	\$
06	11 Shirts - Polyester/Cotton Blend	\$
07	11 Shirts - HI-VISIBILITY	\$
08	22 Shirts - 100% Cotton	\$
09	22 Shirts - Polyester/Cotton Blend	\$
010	22 Shirts - HI-VISIBILITY	\$
011	11 Denim Jeans	\$
012	1 Jacket	\$
013	2 Jackets	\$

**RENEWAL INFORMATION:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

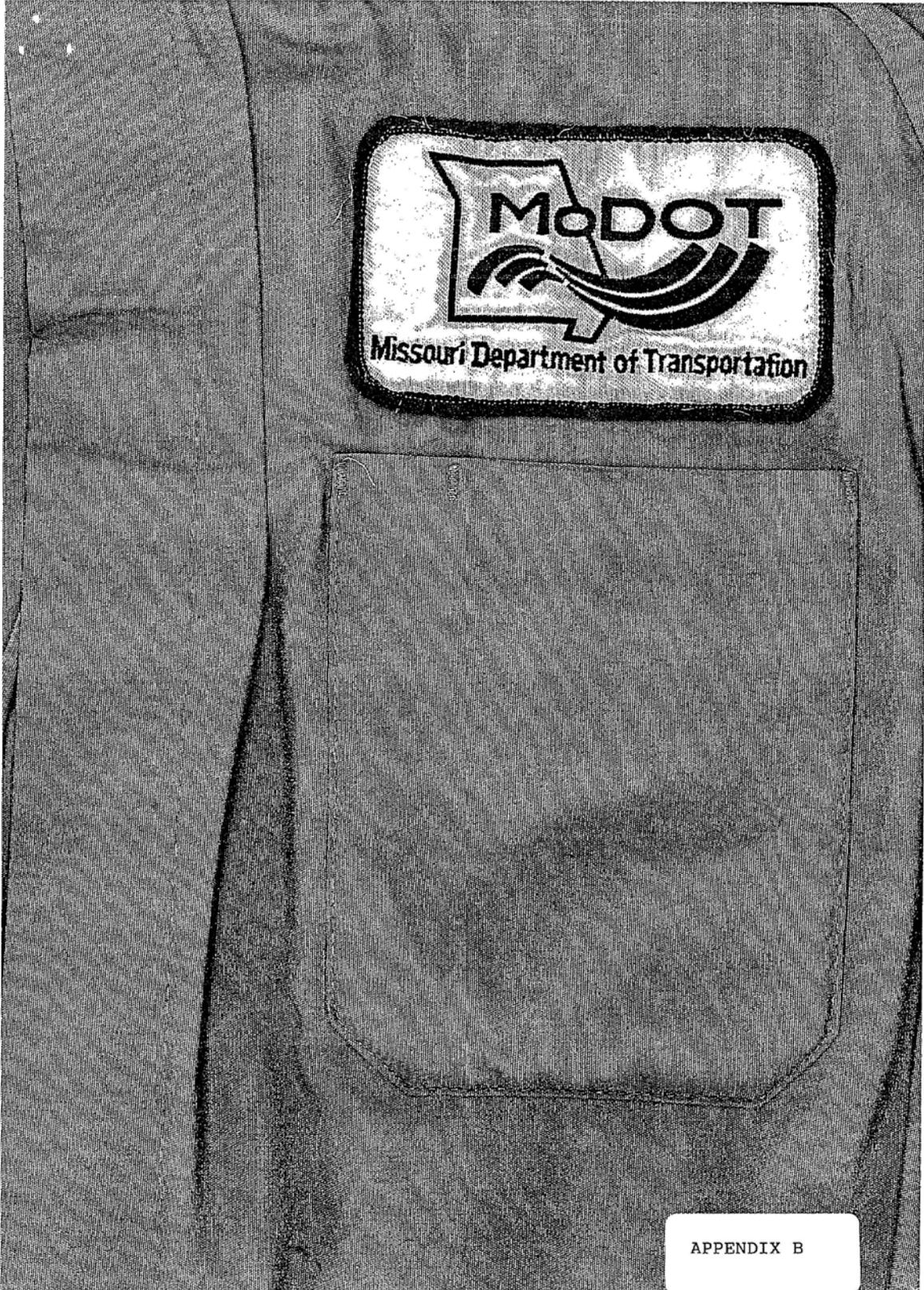
**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

\_\_\_\_\_  
Name of the Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

**APPENDIX B  
LOGO/PATCH EMBLEM**



# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

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

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

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

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**NOTICE OF COOPERATIVE PURCHASING**

**MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

Each bidder is asked to indicate below whether they would be willing to offer uniform rental, cleaning, and maintenance services listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the uniform rental, cleaning, and maintenance services meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT – EXHIBIT A**

(For joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally  
Affiant name  
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who  
being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized,  
title business name  
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

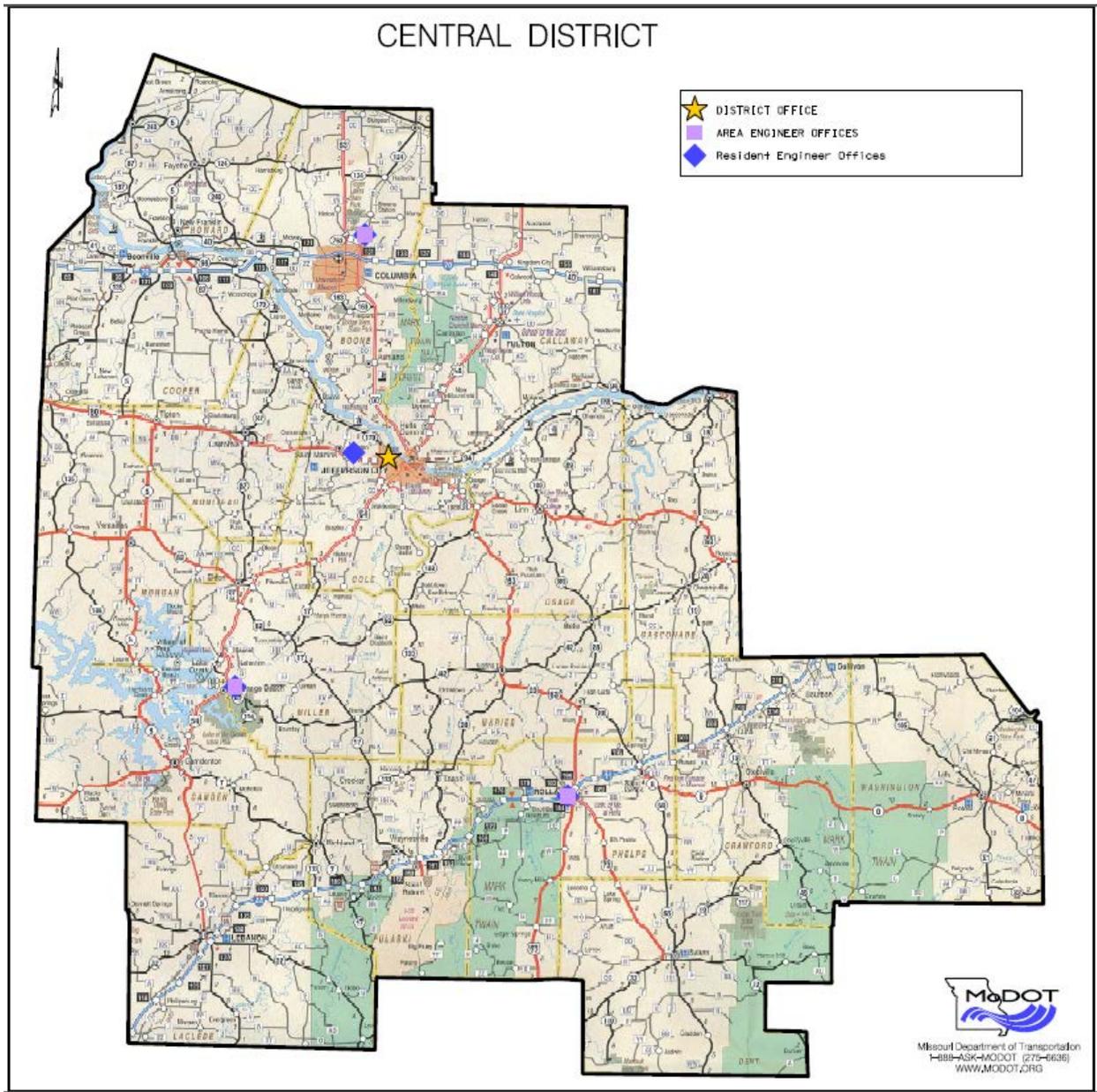
\_\_\_\_\_  
Notary Public

My commission expires:

*[Documentation of enrollment/participation in a federal work authorization program to be attached]*



District Map – Exhibit D



District/Division/Office/Unit: \_\_\_\_\_ Organization Number: \_\_\_\_\_



**MISSOURI DEPARTMENT OF TRANSPORTATION  
EMPLOYEE UNIFORM RENTAL AGREEMENT AND PAYROLL DEDUCTION/CANCELLATION AUTHORIZATION**

**New Agreement**       **Change in Agreement/Payroll Deduction**       **Transfer/Districts**       **Cancellation**

Contractor Name \_\_\_\_\_ Delivery Location \_\_\_\_\_  
 Employee Full Name \_\_\_\_\_ Last 4 digits of SSN \_\_\_\_\_  
 (First, Middle Initial, Last)      First      MI      Last  
 Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Deduction Type \_\_\_\_\_ Deduction Plan \_\_\_\_\_

**NEW AGREEMENT**

Under terms of the "Employee Uniform Agreement" between Missouri Department of Transportation and Contractor the following will be provided as indicated. The Contractor shall furnish rental per employee:

**Make only one selection from Line Items 1-10:**

Line Item	Description	SEMI-MONTHLY COST	
		MoDOT	Employee
<input type="checkbox"/> 01	22 Shirts ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) 11 Pants – Cotton.....		
<input type="checkbox"/> 02	22 Shirts ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) 11 Pants – Polyester/Cotton Blend.....		
<input type="checkbox"/> 03	11 Shirts ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) 11 Pants – Cotton.....		
<input type="checkbox"/> 04	11 Shirts ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) 11 Pants – Cotton/Poly Blend.....		
<input type="checkbox"/> 05	11 Shirts ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) – Cotton .....		
<input type="checkbox"/> 06	11 Shirts ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) – Polyester/Cotton Blend.....		
<input type="checkbox"/> 07	11 Shirts – HI-VISIBILITY ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) .....		
<input type="checkbox"/> 08	11 Shirts ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) – Cotton/Poly Blend .....		
<input type="checkbox"/> 09	22 Shirts ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve) – Polyester/Cotton Blend.....		
<input type="checkbox"/> 10	22 Shirts – HI-VISIBILITY ( <input type="checkbox"/> Long Sleeve <input type="checkbox"/> Short Sleeve).....		

**MoDOT will not contribute to any of the below items. The Employee is responsible for all costs.**

<input type="checkbox"/> 11	11 Denim Jeans.....	N/A	
<input type="checkbox"/> 12	1 Jacket.....	N/A	
<input type="checkbox"/> 13	2 Jackets .....	N/A	
<input type="checkbox"/> 14	1 Coverall – Cotton (\$XX EA).....	N/A	
<input type="checkbox"/> 15	1 Coverall – Cotton/Poly Blend (\$XX EA).....	N/A	
<b>TOTAL SEMI-MONTHLY COST</b>		<b>\$ **</b>	<b>\$</b>

**\*\*MoDOT's contribution cannot be greater than \$8.50**

**I hereby authorize the Missouri Department of Transportation:**

- 1. Deduct from my pay, the amount shown above as the employee's portion of the "Total Semi-Monthly Uniform Cost for Employee," beginning on the above effective date for a minimum of six months and remit such to contractor for the payment of uniform rental.
- 2. Suspend service of uniform rental, effective (must be the 15<sup>th</sup> or the last day of the month) \_\_\_\_\_  
Reason for suspending service \_\_\_\_\_
- 3. Resume service of uniform rental, effective (must be the 1<sup>st</sup> or the 16<sup>th</sup> of the month) \_\_\_\_\_
- 4. Cancel the deduction to contractor for the payment of uniform rental, effective \_\_\_\_\_  
I understand this cancellation cannot take place if the time from contractor start date to the cancellation date is less than six months. I understand all cancellations must be effective the 15<sup>th</sup> or the last day of the month.

**I UNDERSTAND IT IS MY RESPONSIBILITY TO RETURN ALL GARMENTS TO CONTRACTOR IN SATISFACTORY CONDITION OR PAY LOST/DAMAGED GARMENT CHARGES TO THE CONTRACTOR AS INVOICED TO ME BY THE CONTRACTOR.**

Trouser Waist	Trouser Inseam	Shirt Size	Name Tag	Shirt Option
				<input type="checkbox"/> Snaps <input type="checkbox"/> Buttons

**Comments:** \_\_\_\_\_

**I understand the portion paid by MoDOT is taxable income and will be included in my gross taxable income.**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**INSTRUCTIONS FOR EMPLOYEE UNIFORM RENTAL AGREEMENT AND PAYROLL DEDUCTIONS/CANCELLATION AUTHORIZATION FORM**

Uniform deductions will occur semi-monthly. Uniforms should start on the 1<sup>st</sup> or the 16<sup>th</sup> of the month. If an employee uses uniforms for at least one day during a month, a semi-monthly payment is required. Pay special attention to Suspend Service dates, Resume Service dates, and Cancellation dates. MoDOT will contribute up to but not greater than \$8.50 semi-monthly toward uniform expense.

**MoDOT Responsibility**

1. Enter District, Division, Office or Unit.
2. Enter Employee Home Organization Code.
3. Select New Agreement, Change in Agreement, Transfer, or Cancellation box.
4. Enter delivery location of employee.
5. Enter employee's full name as it appears on the employee paycheck: first name, middle initial, and last name and the last four digits of employee's Social Security Number.
6. Effective Date – Enter date contract is effective for a “New Agreement”, a “Change in Agreement and/or Payroll Deduction”, or “Transfer within Districts”.

**Note:** Effective date must be the 1<sup>st</sup> or the 16<sup>th</sup> of the month.  
Uniform delivery should also be effective this date.

7. Expiration Date – Enter date to suspend or cancel service.

**Note:** Expiration date must be the 15<sup>th</sup> or the last day of the month.

8. Select the box(s) of the item(s) the employee chooses.
9. Enter “Total Semi-Monthly Uniform Cost” for both MoDOT and the employee.
10. Select the appropriate action box:
  1. Deduct from my pay...(This deduction is equal to the amount shown as the employee's portion of the “Total Semi-Monthly Uniform Cost”).
  2. Suspend service...(Date must be the 15<sup>th</sup> or the last day of the month).
  3. Resume service...(Date must be the 1<sup>st</sup> or the 16<sup>th</sup> day of the month).
  4. Cancel deduction...(Date must be the 15<sup>th</sup> or the last day of the month).
11. Employee's Supervisor: After the employee and Aramark's representative sign the form, send original form to the appropriate MoDOT payroll contact.
12. Payroll contact: Fax a copy of form to Aramark.

**Aramark's Responsibility**

13. Enter garment size, name tag and shirt option information.
14. Obtain required signatures and dates.
15. Verify effective date(s) of service.

<b>LOST / DAMAGED GARMENTS</b>		
<b>Replacement Items</b>	<b>Replacement Cost 100% Cotton</b>	<b>Replacement Cost Cotton/Poly Blend</b>
Short Sleeve Shirt	\$XX	\$XX
Long Sleeve Shirt	\$XX	\$XX
Trouser	\$XX	\$XX
Coveralls	\$XX	\$XX
Denim Jeans	\$XX	N/A
One Jacket	N/A	\$XX
Two Jackets	N/A	\$XX
Carpenter Jeans	\$XX	N/A
<b>Replacement Costs are per item and are 100% the Employee's Responsibility to pay lost/damaged garment charges to the contractor as invoiced to the Employee by the contractor.</b>		

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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

**Preferences**

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

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

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

**Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
  - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- 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
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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT 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. MoDOT 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.