

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	6-060706B
DATE	June 23, 2006
PAGE NO.	1
NO. OF PAGES	23

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., CDT, July 6, 2006

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

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

Submit net bid as cash discount stipulations will not be considered

See Appendix A for locations.

DISTRICT 3

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

BUYER: Erin Moritz

BUYER TELEPHONE: 573-526-8194

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	See Attached bid documents.					

VENDOR NOTE: 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).

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted according to the requirements herein.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

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

Uniform Rental, Cleaning and Maintenance Services
RFB# 6-060706B

I. GENERAL DESCRIPTIONS & BACKGROUND

- A. Background: The Missouri Department of Transportation (MoDOT) operates under a decentralized organization with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member bi-partisan Commission appointed by the Governor. The Central Office provides staff assistance and functional control for the various departmental tasks in ten (10) geographical districts. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.

MoDOT employs approximately 6,300 full-time employees. About eighty percent (80%) of those employees work in the ten (10) districts with the remainder working in the various functional units of the Central Office. Approximately 1,300 of these employees are supervisors.

<i>District Location</i>	<i>Current Employees in Uniform Program</i>
District 3	172

- B. **Fiscal Year:** The fiscal year runs from July 1-June 30.
- C. **Contract Period:** September 1, 2006 – August 31, 2009.
- D. **Renewals:** The MHTC shall have the right, at its sole option, to renew the contract for one (1) additional three-year period, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same and apply during the renewal period. As part of each potential renewal, the Contractor must completely replace all of the uniforms statewide no matter how long each individual employee has had the uniform(s).

II. SCOPE OF WORK

- A. **Services:** The Bidder shall provide uniform rental and maintenance services in accordance with the requirements and specifications stated herein.

The Contractor shall provide Uniform Rental, Cleaning and Maintenance Services for the delivery locations identified in Appendix A in accordance with the requirements and specifications stated herein. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Bidder.

- B. **Specific Requirements:** The Bidder will provide the General Services Procurement Unit with one (1) original bid document which will include the following:

1. **Delivery:**

- a. The Contractor shall maintain weekly delivery to the locations identified in "Appendix A - MoDOT Uniform Delivery Locations" and incorporated herein. The Contractor is to note the physical locations in Appendix A are approximate. All delivery locations are identified as "Mandatory" and require weekly delivery.
- b. 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 shall replace the garment prior to the next semi-monthly payment.
- c. Locations may be added and/or deleted as agreed upon by MHTC. Locations may be relocated to new geographical areas. The Contractor 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.
- d. 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.
- e. Some locations outlined in Appendix A do not typically receive deliveries due to the type of work performed by this agency. The Contractor 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. Garments:

- a. Employees participating in this program will have the choice of the following Contractor(s) owned and distributed uniform items.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Denim Jeans: Employees may select the denim jean color suitable to them and available from the Contractor(s).
- g. 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 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.

- h. **Samples must be submitted with the bid documents.**
Samples shall be for the exact material, quality, workmanship, style, and color of the garments proposed to be furnished. Failure to comply with this requirement will eliminate your bid from further consideration. The following samples must be submitted with your bid document in order to be considered responsive:
 - 1. Short sleeve 100% cotton
 - 2. Long sleeve polyester/cotton blend
 - 3. Trousers – 100% cotton
 - 4. Trousers – 100% polyester/cotton blend
- i. 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.
- j. 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.
- k. Employees shall choose the type of uniform garments to be supplied at the time of enrollment in the program.

3. Cleaning Requirements:

- a. The Contractor(s) shall launder garments to the highest industry standards with hypoallergenic detergents on a weekly basis. 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.

4. Repairs:

- a. 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.

5. Replacement:

- a. 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.
- b. 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.
- c. New garments, on an as needed basis, shall replace worn or damaged garments during the contract period.
- d. 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.

6. Sizes:

- a. Measuring 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 August 28, 2006.** The Contractor(s) shall schedule all measurements with each individual delivery location at a mutually agreed upon date and time.

- b. "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.
- c. 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.
- d. 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.

7. Identification Emblems – Logo Emblem & Name Patch:

- a. 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.
- b. 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.

- c. The patches shall have a plastic coated backing, and the backing material shall consist of polyester cotton twill. The embroidery thread shall be rayon.
 - 1. The successful Bidder shall provide samples of the patches to the Commission for approval.
 - 2. 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
- d. 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.

8. Customer Service:

- a. 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.
- b. 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.

9. Payment of Garment Rental:

- a. MoDOT processes payments for this service semi-monthly on the 15th 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 \$15.00 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, coveralls, trousers 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.

- b. 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.
- c. 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, 2006, 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, 2006. Contractor(s) should receive first semi-monthly payment on July 15, 2006; likewise if employee rental garment start date is July 16, 2006, 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, 2006. Contractor(s) should receive first semi-monthly payment on July 31, 2006.)
- d. On the 15th 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.
- e. 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).
- f. 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.

- g. 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.
- h. 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.
- i. 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.

10. Clarification and Special Comments:

- a. The following are conditions an employee may terminate their participation in this program:
 - 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.
 - As listed in this bid document
 - Upon any contract period expiration.
 - When the employee retires or is promoted/demoted to a position where a uniform is inappropriate.
 - When the employee transfers from one district to another or the central office unit.
 - When an employee terminates their employment with MoDOT.

- d. 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.
- e. 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.
- f. 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. 10-11.030.4, (B) 1-11.
- g. 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.

III. BID SUBMISSION INFORMATION & COST EVALUATION

- A. All Bids must be in a sealed package clearly marked “Uniform Rental, Cleaning & Maintenance Services RFB” and received at the below location no later than July 6, 2006 at 2:00 p.m., CDT.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Erin Moritz
830 MoDOT Drive
Jefferson City, MO 65109 (Physical Location)

Our mailing address is, but all bids must be at our physical address no later than 2:00 p.m., CDT, July 6, 2006:

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Erin Moritz
P.O. Box 270
Jefferson City, MO 65102

- B. The following information must be submitted along with your bid:
- Bid document information (including exhibits and/or any attachments)
 - Uniform samples (see section II-B-2h in this bid document)
 - MoDOT logo patch sample
- C. Cost Determination – The low bid will be determined per district taking into consideration the original contract period and each potential renewal period. For the original contract period, an average will be established among the bid unit prices submitted for each Bidder. This average will then be added with the percent increase or decrease for each potential renewal. After calculating all of this together, a low bid will be established per district and awarded per district for all responsive bids received.
- D. **NOTE:** 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 Offeror 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).

IV. PRICING PAGE

A. LOST OR SEVERELY DAMAGED GARMENTS

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

Shirts

- | | | | |
|----|--------------------|-------------|-------------------|
| 1. | Short Sleeve Shirt | \$ _____ | \$ _____ |
| | | 100% Cotton | Cotton/Poly Blend |
| 2. | Long Sleeve Shirt | \$ _____ | \$ _____ |
| | | 100% Cotton | Cotton/Poly Blend |

Pants

- | | | | |
|----|-------------|-------------|-------------------|
| 1. | Trouser | \$ _____ | \$ _____ |
| | | 100% Cotton | Cotton/Poly Blend |
| 2. | Coveralls | \$ _____ | \$ _____ |
| | | 100% Cotton | Cotton/Poly Blend |
| 3. | Denim Jeans | \$ _____ | |
| | | 100% Cotton | |

Jackets

- | | | | |
|----|-------------|-------------|-------------------|
| 1. | One Jacket | \$ _____ | \$ _____ |
| | | 100% Cotton | Cotton/Poly Blend |
| 2. | Two Jackets | \$ _____ | \$ _____ |
| | | 100% Cotton | Cotton/Poly Blend |

B. 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:

Item Description	Pricing
22 shirts & 11 trousers, coveralls or combination (cotton/poly)	\$ _____
22 shirts & 11 trousers, coveralls or combination (cotton)	\$ _____
11 shirts & 11 trousers, coveralls or combination (cotton/poly)	\$ _____
11 shirts & 11 trousers, coveralls or combination (cotton)	\$ _____
11 shirts (cotton/poly)	\$ _____
11 shirts (cotton)	\$ _____
22 shirts (cotton/poly)	\$ _____
22 shirts (cotton)	\$ _____
11 cotton denim jeans	\$ _____
1 jacket	\$ _____
2 jackets	\$ _____

MoDOT UNIFORM DELIVERY LOCATIONS APPENDIX A

DISTRICT 3

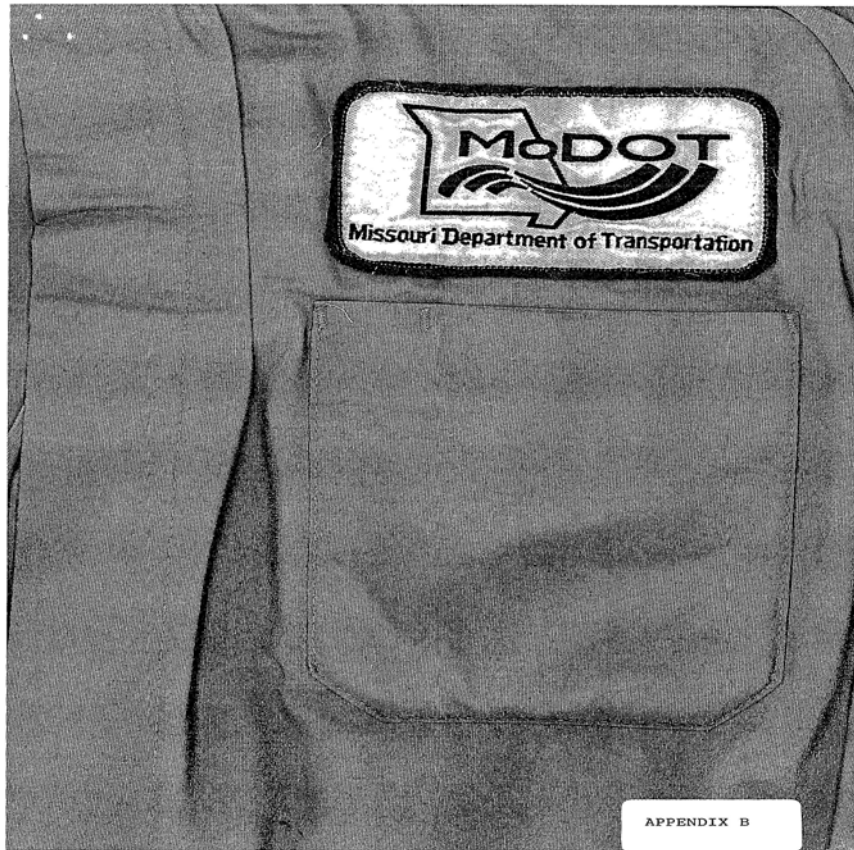
City	County	Location Description	Address	Emp Count
Bowling Green	Pike	4301 Maintenance Complex	1416 Bus. Hwy 54	11
Canton	Lewis	4302 Maintenance Complex	17365 Hwy 81	11
Cappeln	St. Charles	4333 Maintenance Complex	Hwy T Box 3016, Foristell	5
Center	Ralls	4303 Maintenance Complex	22447 Hwy 19	5
Centralia	Boone	4304 Maintenance Complex	201 West Hwy 22	6
Edina	Knox	4306 Maintenance Complex	Rt 3, Box 180	9
Elsberry	Lincoln	4307 Maintenance Complex	3329 N. Hwy 79	6
Eolia	Pike	4308 Maintenance Complex	425 West Outer Road	7
Farber	Audrain	4309 Maintenance Complex	Rt 1, Box A	6
Frankford	Pike	4310 Maintenance Complex	7140 Hwy 61	5
Hannibal	Marion	District 3 Office Complex	1711 Hwy 61 South	92
Hannibal	Marion	4311 Maintenance Complex	1711D Hwy 61 South	13
Hannibal	Marion	District 3 General Services	1711A Hwy 61 South	18
Hannibal	Marion	District 3 Special Crews	1711G Hwy 61 South	34
Hannibal	Marion	43CB Construction Office	1711C Hwy 61 South	14
LaBelle	Lewis	4314 Maintenance Complex	18995 116 th Avenue	4
Louisiana	Pike	4315 Maintenance Complex	21360 Pike 136	6
Luray	Clark	4316 Maintenance Complex	Rt 1, Box 76A	4
Memphis	Scotland	4318 Maintenance Complex	Rt 1, Box 139A	11
Mexico	Audrain	4319 Maintenance Complex	1600 Christopher Dr.	11
Mexico	Audrain	43CE Construction Office	1303 Christopher Dr.	10
Monroe City	Marion	4321 Maintenance Complex	951 County Line Road	5
Montgomery City	Montgomery	4334 Maintenance Complex	855 North Hwy 19	6
Monticello	Lewis	4322 Maintenance Complex	22614 St. Hwy 16	4
New Florence	Montgomery	4334 Maintenance Complex	540 Farm Tree Road	12
Novelty	Knox	4323 Maintenance Complex	Rt 1, Box 112	3
Palmyra	Marion	4324 Maintenance Complex	4945 County Rd 288, Hannibal	13
Paris	Monroe	4325 Maintenance Complex	25191 Bus Hwy 24	10
Shelbina	Shelby	4328 Maintenance Complex	213 North Douglas	12
Shelbyville	Shelby	4329 Maintenance Complex	3693 Hwy 15	4
Troy	Lincoln	43CC Construction Office	111 Francis Drive	13
Troy	Lincoln	4330 Maintenance Complex	121 Francis Drive	12
Warrenton	Warren	4336 Maintenance Complex	800 W. Boonslick	12
Wayland	Clark	4331 Maintenance Complex	Rt 3, Box 45A, Kahoka	10

Williamsburg	Callaway	4337 Maintenance Complex	3949 County Road 1005	5
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TOTAL ESTIMATED # OF EMPLOYEES

409

LOGO/PATCH EMBLEM



Color Emblem



PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

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

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

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here: _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

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

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.

Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
- ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

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

Subcontracting

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

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issued.

Invoicing and Payment

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

Applicable Laws and Regulations

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

Preferences

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

Remedies and Rights

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

Cancellation of Contract

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

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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.***

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.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Award

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

Failure to Execute Contract

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

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Notice to Proceed

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

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

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