

BID FORM

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

REQUEST NO.	5-140205KH
DATE	January 16, 2014

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

February 5, 2014 at 2:00 PM, Local Time

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered

Various Locations in Missouri

BUYER:	Kristi Hixson, Sr. GS Specialist	BUYER TELEPHONE:	573-526-1975
BUYER EMAIL:	Kristi.Hixson@modot.mo.gov		

SUPPLIES OR SERVICES

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **Safety Awards** for a contract period from date of award through December 31, 2014.

*****NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the products on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____		_____
Email Address:	_____	By (Signature):	_____
		Type/Print Name	_____
		Title:	_____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Safety Awards** in various locations with an effective contract period from date of award through December 31, 2014 to the Missouri Highways and Transportation Commission (MHTC) acting by and through 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. 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 February 5, 2014, 2:00 p.m. Local Time.**

RFB COORDINATOR:

Kristi Hixson
Missouri Department of Transportation, General Services
830 MoDOT Drive (physical address, zip 65109)
P.O. Box 270 (mailing address, zip 65102)
Jefferson City, MO 65109

PHONE: 573-526-1975

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Safety Awards 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
 - 3) Bid Submission
 - 4) Pricing Pages
 - 5) Exhibit I - MoDOT Logo
 - 6) Exhibit II - Vendor Information and Preference Certification Form
 - 7) Exhibit III - Standard Solicitation Provisions and General Terms and Conditions and Special Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The bidder shall provide products identified on the Pricing Pages for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 Unit prices must include all costs associated for providing the requested products.
- 2.1.3 Products must be delivered to the various locations within the Department's Central Office and the seven (7) districts throughout the State of Missouri as shown below:
 - a. Central Office – 105 W. Capitol Avenue, Jefferson City, MO 65102 Attn: Steve Patterson
 - b. Northwest District – 3602 N. Belt Hwy, St. Joseph, MO 64502 Attn: Diane Sipes
 - c. Northeast District – 1711 Route 61 S., Hannibal, MO 63401 Attn: Shari Dye
 - d. Kansas City District – 600 NE Colbern Road, Lee's Summit, MO 64086 Attn: Glenda Saunders
 - e. Central District – 1511 Missouri Blvd, Jefferson City, MO 65109 Attn: Chris Engelbrecht
 - f. St. Louis District – 1590 Woodlake Dr., Chesterfield, MO 63017-5712 Attn: Lisa Lamons
 - g. Southwest District – 3025 E. Kearney, Springfield, MO 65801 Attn: Gary McLarry
 - h. Southeast District – 2675 N. Main St., Sikeston, MO 63801 Attn: Enos Criddle
- 2.1.4 MoDOT Logo/Emblem: All safety awards must have some form of MoDOT logo. For cloth products the logo must be embroidered in silver or black as identified in Exhibit 1. MoDOT will provide the logo in JPG file format. Logo/Emblem impressions shall be free from breaks or any imperfections. The Logo/Emblem shall be affixed to each award product.
- 2.1.5 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.6 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.7 MoDOT reserves the right to reject any or all bids and to accept or reject any products thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Specific Requirements: The bidder shall provide products equal to or better than those described in each category as shown on Pricing Pages. Bidders shall bid on all products.

2.3 Quantities:

- 2.3.1 MoDOT has approximately 5,106 full-time employees. Only a percentage of employees will be eligible to receive a product requested in this bid. Eligible employees will select one (1) product each year.
- 2.3.2 Orders identifying the products, sizes and quantities will be placed by each location listed in section 2.1.3.

2.4 Delivery: The products should be delivered within 30 days after receipt of order. The bidder shall deliver the products to the district location which the order was placed by.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.5.2 Each invoice should be itemized in accordance with products 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 products listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.5.3 The bidder shall understand and agree MoDOT reserves the right to make contract payments to the bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each bidder invoice must be on the bidder's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's [Vendor Payment Website](#) to enable the bidder to properly apply state payments to invoices. The bidder must comply with all other invoicing requirements stated in the RFB.
- 2.5.4 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.5 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.5.7 MoDOT 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 MoDOT's rejection and shall be returned at the bidder's expense.
- 2.5.8 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from the date of award until December 31, 2014 with up to four (4) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.6.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the bidder 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. MoDOT may request like or similar product substitutions at the price offered within a category to be agreed upon by the successful bidder. Agreed upon substitution must be within the pricing structure of the original bid and any applicable percentage increase or decrease.

2.6.3 Inspection and Acceptance:

- a. No product received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said product.
- b. Products which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, products which are discovered to be defective or which do not conform to any warranty of the bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MoDOT's right to reject any unacceptable products shall not exclude any other legal, equitable or contractual remedies the MoDOT may have.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked "Safety Awards".
- 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 Samples:
 - a. All bidders must supply MoDOT with a sample of any product(s) different than the specific brand/item # identified on the Pricing Pages of this request. This includes all products that the bidder may bid as an equal product. Samples will be at the bidders' own cost, as part of the bid submittal. MoDOT will retain the awarded bidder's samples. If the bidder did not receive a contract would like the sample returned, please submit prepaid postage and MoDOT will return the product. If the bidder prefers, he/she may

personally pick up the sample after the contract has been awarded. MoDOT will not be responsible for returning samples to bidders who do not include return postage.

- b. All bidders must provide with their bid response a “sew out” on fabric similar to a clothing product being requested. The fabric should be no larger than 4 x 4 with logo size of 2 1/2" Wide x 1-1/4". Embroidery needs to be silver or black as specified on the Pricing Pages. MoDOT will retain the awarded bidder’s “sew out” sample to ensure equal quality of actual products.

3.1.5 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

3.2 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.3 Contract Award: The contract will be awarded as specified below.

- a. The base unit prices for the lowest and best priced product by category will account for 80 points in the evaluation. The discount prices for products by category will account for 20 points in the evaluation. Calculation as follow:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times \text{Total Points Possible (80/20)}$$

- b. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- c. 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
(Page 1 of 8)

4.1 Bidders may provide pricing for the specified product, equal product substitution, or both for each category. While MoDOT does not guarantee quantities per product, bidders are encouraged to submit additional discounts for larger quantity purchases per product, as defined by the bidder. Provide discount details in space provided for each product. (Example: 1-50 = 10% discount off of unit price, 51-100 = 15% discount off of unit price).

CATEGORY 1: STAINLESS STEEL TRAVEL MUG			
Product #:	Description:	Unit of Issue:	Unit Price:
#1	Contigo 20 Ounce Stainless Steel Travel Mug Item #WLD100D01, one-touch AUTOSEAL lid, vacuum insulated for hot or cold. MoDOT logo imprinted in white.	Each	
#1	Equal Product Description: _____ _____ _____	Each	
	Discounts offered: _____ _____ _____		

CATEGORY 2: STOCKMAN KNIFE			
Product #:	Description:	Unit of Issue:	Unit Price:
#2	Stockman Buck Everyday Folding Knife Model 371 with MoDOT logo etched on blade or handle.	Each	
#2	Equal Product Description: _____ _____ _____	Each	

4. PRICING PAGE
(Page 2 of 8)

<p>#2 (Continued)</p>	<p>Discounts offered:</p> <hr/> <hr/> <hr/> <hr/>		
---------------------------	---	--	--

<p align="center">CATEGORY 3: NEBO BLUELINE FLASHLIGHT</p>			
<p>Product #:</p>	<p>Description:</p>	<p>Unit of Issue:</p>	<p>Unit Price:</p>
<p>#3</p>	<p>NEBO Blueline Handheld LED Flashlight Model 5602 with MoDOT logo imprinted in white.</p>	<p>Each</p>	
<p>#3</p>	<p>Equal Product Description:</p> <hr/> <hr/> <hr/>	<p>Each</p>	
	<p>Discounts offered:</p> <hr/> <hr/> <hr/> <hr/>		

4. PRICING PAGE

(Page 3 of 8)

CATEGORY 4: 9 OZ. (MINIMUM) 50/50 HOODIE SWEATSHIRT			
Product #:	Description:	Unit of Issue:	Unit Price:
#4	9 oz. (minimum) 50/50 Hoodie Sweatshirt. No zipper, color – navy with MoDOT logo embroidered in silver thread. Sizes S – 5XL. Provide description of product (brand, weight)		
	Sizes: Small – XLarge	Each	
	Sizes: XXL – 5XL	Each	
		Total	
	Discounts offered: _____ _____ _____ _____		

CATEGORY 5: CAMOUFLAGE HOODIE SWEATSHIRT			
Product #:	Description:	Unit of Issue:	Unit Price:
#5	Camouflage Hoodie Sweatshirt. Similar to Cabela’s IK-933388, no brand logo across chest, no zipper, color realtree camouflage with MoDOT logo embroidered in black. Sizes S–5XL.		
	Sizes: Small – XLarge	Each	
	Sizes: XXL – 5XL	Each	
		Total	
	Discounts offered: _____ _____ _____ _____		

4. PRICING PAGE
(Page 4 of 8)

CATEGORY 6: CAMOUFLAGE TOOL BAG			
Product #:	Description:	Unit of Issue:	Unit Price:
#6	Igloo Maxcold 24 can Realtree Camo Tool Bag, item 00057059 with MoDOT logo imprinted in black.	Each	
#6	Equal Product Description: <hr/> <hr/> <hr/>	Each	
	Discounts offered: <hr/> <hr/> <hr/> <hr/>		

CATEGORY 7: BUCK KNIVES 55 KNIFE			
Product #:	Description:	Unit of Issue:	Unit Price:
#7	Buck Knives 55 Knife with MoDOT etched on blade or handle.	Each	
#7	Equal Product Description: <hr/> <hr/> <hr/>	Each	
	Discounts offered: <hr/> <hr/> <hr/> <hr/>		

4. PRICING PAGE
(Page 5 of 8)

CATEGORY 8: JACKET – NEW ENGLANDER RAIN JACKET			
Product #:	Description:	Unit of Issue:	Unit Price:
#8	New Englander Rain Jacket. Men’s color – black/grey, sizes S – 5XL. Women’s color true navy/reflective, sizes S – 3XL. Both with MoDOT logo embroidered in silver thread.		
	Sizes: Men’s Small – XLarge	Each	
	Sizes: Men’s XXL – 5XL	Each	
	Sizes: Women’s Small – XLarge	Each	
	Sizes: Women’s XXL – 3XL	Each	
		Total	
#8	Equal Product Description: _____ _____ _____		
	Sizes: Men’s Small – XLarge	Each	
	Sizes: Men’s XXL – 5XL	Each	
	Sizes: Women’s Small – XLarge	Each	
	Sizes: Women’s XXL – 3XL	Each	
		Total	
	Discounts offered: _____ _____ _____ _____		

4. PRICING PAGE

(Page 6 of 8)

CATEGORY 9: JACKET – CAMOUFLAGE JACKET			
Product #:	Description:	Unit of Issue:	Unit Price:
#9	Camouflage Jacket. Cabela’s Camouflage Realtree Jacket item IK-931532, color – realtree camouflage, sizes S- 5XL with MoDOT logo embroidered in black thread.		
	Sizes: Small – XLarge	Each	
	Sizes: XXL – 5XL	Each	
		Total	
#9	Equal Product Description: _____ _____ _____		
	Sizes: Small – XLarge	Each	
	Sizes: XXL – 5XL	Each	
		Total	
	Discounts offered: _____ _____ _____		

4. PRICING PAGE
(Page 7 of 8)

4.2 Renewal Options: Products, colors, and logos for renewals could change.

Product # 1				Description: Contigo 20 Ounce Stainless Steel Travel Mug or Equal Product			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015		2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016		3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017		4 th Renewal Period Jan. 1, 2018–Dec 31, 2018	
% _____ Increase		% _____ Increase		% _____ Increase		% _____ Increase	
% _____ Decrease		% _____ Decrease		% _____ Decrease		% _____ Decrease	
Product # 2				Description: Stockman Buck Everyday Folding Knife Model 371 or Equal Product			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015		2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016		3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017		4 th Renewal Period Jan. 1, 2018–Dec 31, 2018	
% _____ Increase		% _____ Increase		% _____ Increase		% _____ Increase	
% _____ Decrease		% _____ Decrease		% _____ Decrease		% _____ Decrease	
Product # 3				Description: NEBO Blueline Handheld LED Flashlight or Equal Product			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015		2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016		3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017		4 th Renewal Period Jan. 1, 2018–Dec 31, 2018	
% _____ Increase		% _____ Increase		% _____ Increase		% _____ Increase	
% _____ Decrease		% _____ Decrease		% _____ Decrease		% _____ Decrease	
Product # 4				Description: 9 oz. (minimum) 50/50 Hoodie Sweatshirt			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015		2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016		3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017		4 th Renewal Period Jan. 1, 2018–Dec 31, 2018	
% _____ Increase		% _____ Increase		% _____ Increase		% _____ Increase	
% _____ Decrease		% _____ Decrease		% _____ Decrease		% _____ Decrease	
Product # 5				Description: Camouflage Hoodie Sweatshirt			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015		2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016		3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017		4 th Renewal Period Jan. 1, 2018–Dec 31, 2018	
% _____ Increase		% _____ Increase		% _____ Increase		% _____ Increase	
% _____ Decrease		% _____ Decrease		% _____ Decrease		% _____ Decrease	
Product # 6				Description: Igloo Maxcold 24 can Realtree Camo Tool Bag or Equal Product			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015		2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016		3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017		4 th Renewal Period Jan. 1, 2018–Dec 31, 2018	
% _____ Increase		% _____ Increase		% _____ Increase		% _____ Increase	
% _____ Decrease		% _____ Decrease		% _____ Decrease		% _____ Decrease	

4. PRICING PAGE

(Page 8 of 8)

Product # 7			
Description: Buck Knives 55 Knife or Equal Product			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015	2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016	3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017	4 th Renewal Period Jan. 1, 2018–Dec 31, 2018
% _____ Increase	% _____ Increase	% _____ Increase	% _____ Increase
% _____ Decrease	% _____ Decrease	% _____ Decrease	% _____ Decrease
Product # 8			
Description: New Englander Rain Jacket or Equal Product			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015	2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016	3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017	4 th Renewal Period Jan. 1, 2018–Dec 31, 2018
% _____ Increase	% _____ Increase	% _____ Increase	% _____ Increase
% _____ Decrease	% _____ Decrease	% _____ Decrease	% _____ Decrease
Product # 9			
Description: Camouflage Jacket or Equal Product			
1 st Renewal Period Jan. 1, 2015–Dec 31, 2015	2 nd Renewal Period Jan. 1, 2016–Dec 31, 2016	3 rd Renewal Period Jan. 1, 2017–Dec 31, 2017	4 th Renewal Period Jan. 1, 2018–Dec 31, 2018
% _____ Increase	% _____ Increase	% _____ Increase	% _____ Increase
% _____ Decrease	% _____ Decrease	% _____ Decrease	% _____ Decrease

Number of Delivery Days from Receipt of Order: _____ calendar days

Warranty: Products will have a _____ day warranty after purchase; unless manufacturer warranty is longer.

Name of the Bidder's Firm

Signature of Authorized Representative Date Signed

EXHIBIT I



VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

EXHIBIT II

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
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: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black; height: 20px;"> </td> <td style="border-bottom: 1px solid black; height: 20px;"> </td> <td style="border-bottom: 1px solid black; height: 20px;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"> </td> <td style="border-bottom: 1px solid black; height: 20px;"> </td> <td style="border-bottom: 1px solid black; height: 20px;"> </td> </tr> </tbody> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
<i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>										

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> 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 product or product number, the country other than the United States where each good or product is manufactured or produced.	
Product (or product number)	Location Where Product is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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: <ol style="list-style-type: none"> 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. 	
<u>Veteran Information</u>	<u>Business Information</u>
_____ Service-Disabled Veteran's Name (Please Print)	_____ Service-Disabled Veteran Business Name
_____ Service-Disabled Veteran's Signature	_____ Missouri Address of Service Disabled Veteran Business

EXHIBIT III

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 and the award of the contract pursuant to this solicitation.
- b. All bids 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 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 (6th) 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, 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.

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

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

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.