

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

REQUEST NO.	5-151014DP		
DATE	September 28, 2015		
PAGE NO.	1	NO. OF PAGES	14

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

Submit net bid as cash discount stipulations will not be considered

Various Locations Statewide

BUYER: Dee Pardue

BUYER TELEPHONE: 573- 526-0760

SUPPLIES OR SERVICES						
Contract to furnish “Retirement Plaques and Delivery Services” with an effective date of Date of Award and ending October 31, 2016. With (2) one-year renewal options.						

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

Form E-103 (Rev. 11-04)

Title:

1. INTRODUCTION

1.1 Introduction:

This Request for Bid seeks bids from qualified organizations to provide **retirement plaques and delivery services** throughout the state of Missouri with an effective contract period of Notice to Proceed/Notice of Award through November 1, 2016, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Bid must be returned in a sealed envelope per section 3.1 Bid Submission. All questions regarding the RFB shall be submitted to the RFB Coordinator listed below.

Bids must be returned no later than 2:00 p.m., Local Time, October 14, 2015.

RFB Coordinator:

Dee Pardue, Sr. General Services Technician
General Services - Procurement

Phone: 573-526-0760

E-mail: Dee.Pardue@modot.mo.gov

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder (hereinafter referred to as “Contractor”) shall provide retirement plaques on an as needed basis in accordance with the provisions and requirements stated herein, and to the sole satisfaction of MoDOT.
- 2.1.2 MoDOT estimates, but does not guarantee, an annual quantity of 300 retirement plaques may be requested throughout the award period. (Approximately 200 plaques were ordered in 2014 and 119 thus far in 2015).
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Specific Requirements:

- 2.2.1 The contractor shall have on hand at their facility non-engraved, wooden, retirement plaques, as specified and shown in Attachment A.
- 2.2.2 Within three (3) business days of orders placed prior to 12:00 p.m., the contractor will then ship the engraved plaques to various MoDOT locations throughout the state, at no additional charge. Orders that are placed after 12:00 p.m., must be received by MoDOT within four (4) business days. On occasion, there may be a need for a rush order, however this need will be clearly stated by MoDOT of the time frame and requested date of delivery. If not specified by MoDOT as a rush at the time of the order, the time frame shall remain the same as outlined in 2.4.1.

2.3 Retirement Plaque Specifications (See Attachment A):

- 2.3.1 Each retirement plaque shall have the following:
 - a. Must be made of solid walnut (Dimensions: 20” wide, 12” length and ¾” thick;
 - b. Two (2) intersecting deep black grooves;
 - c. Routed edges that are black and ½” cover;
 - d. Two (2) keyholes on backside of retirement plaque that are approximately 1-1/2” in length and ½” deep;
 - e. Five (5) sided special cut black on gold screen brass plate (faceplate) affixed to the retirement plaque with three (3) screws;
 - f. Aluminum brushed-gold domed disc, 2” in size, affixed in the upper right corner. The domed disc shall have the MoDOT logo centered and screened in black, and encased with a specially designed gold colored wreath.

2.4 Engraving Requirements:

- 2.4.1 As retirement plaques are needed, MoDOT shall contact the contractor for engraving. In addition, MoDOT shall provide the contractor with the instructions/specifics required for each retirement plaque to be engraved. Within three (3) business days after requested order and instructions/specifics for engraving, the contractor must complete engraving as instructed by MoDOT and at no additional charge, deliver/ship the engraved plaque(s) to MoDOT.
- 2.4.2 Engraving shall consist of the following (See Attachment A):
 - a. Three (3) lines with two (2) separate set-ups. The three (3) lines shall include the following:
 - 1. Retiree’s Name.
 - 2. Number of Years of Service.
 - 3. Retirement Date.

b. Engraving shall be completed in Greek Roman (GR) font as follows:

1. Retiree's Name and Number of Years of Service shall be in 7/32 in size.
2. The retirement date shall be slanted at 15° and 15/64 in size.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein (See Attachment C).
- 2.5.2 Payment shall be made on a monthly basis of actual contract services performed during the service period from November 1, 2015 through October 31, 2016. The same will apply during renewals.
- 2.5.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of services specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

2.6 Other Contractual Requirements:

- 2.6.1 Original Contract Period - The contract shall commence from the Notice of Award until October 31, 2016.
- 2.6.2 Renewal Periods – MoDOT shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion therein.
 - a. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
 - b. The Bidder is advised that MoDOT does not automatically grant increases at the time of renewing the contract and if an increase is requested, supporting documentation of need must be provided at the time of renewal.
 - c. If renewal percentages are not provided on the pricing page, the prices during renewal shall be the same as during the current contract period.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “**Retirement Plaques and Delivery Services**”.
- 3.1.2 All bids must be received at the following address no later than October 14, 2015 at 2:00 p.m., Central Time.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Dee Pardue

PO Box 270
Jefferson City, MO 65102

830 MoDOT Drive
Jefferson City, MO 65109

- 3.1.3 Provide a sample of wooden plaque, gold screen brass plate (faceplate) and brushed-gold domed disc.

SAMPLES: The contractor must submit sample of engraved plaque as shown in Attachment A along with their bid response. Unless otherwise noted herein, samples shall be furnished to MODOT at no charge and will become the property of MoDOT with no return. All samples shall meet the requirements as shown in Sections 2.3 and 2.4 specification including size, color, and materials. Samples submitted with the bid will not be required to have the MoDOT logo printed on the domed disc; however, all other requirements will remain the same.

- 3.1.4 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 *Contract Award* – The contract will be awarded to the lowest responsive bidder based on the Grand Total on the pricing page.
 - a. Award of this bid will be made on an “All or Nothing” basis using the lowest responsive bid.
- 3.1.6 No award is final until formally approved by MoDOT.

4. PRICING PAGE

4.1 Pricing:

- 4.1.1 The Contractor shall provide a firm, fixed price in the table below for the original contract period for providing the services stated herein. All pricing shall include shipping/handling and returns to their selected location that are associated with the services requested in this bid. (See Attachments B & C)

RETIREMENT PLAQUE PRICE:	\$
ADDITIONAL ENGRAVING FEE: (Faceplates that will need to be re-done due to error made by MoDOT (incorrect retirement date/spelling, etc.)	\$
GRAND TOTAL:	\$

4.2 Renewals:

The Bidder shall provide below the maximum percentage of increase for each renewal period. If renewal percentages are not provided for renewal period(s), pricing will remain the same as the current contract period. Renewal pricing is calculated as the percentage stated on the original contract pricing.

First Renewal Period: _____% maximum increase

Second Renewal Period: _____% maximum increase

Company Name

Signature

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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><thead><tr><th><u>M/WBE Name</u></th><th><u>Percentage of Contract</u></th><th><u>M/WBE Certifying Agency</u></th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information.</i>		<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>								
_____	_____	_____								
_____	_____	_____								

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								
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>									
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. <table><thead><tr><th><u>Veteran Information</u></th><th><u>Business Information</u></th></tr></thead><tbody><tr><td>Service-Disabled Veteran's Name (Please Print)</td><td>Service-Disabled Veteran Business Name</td></tr><tr><td> </td><td> </td></tr><tr><td>Service-Disabled Veteran's Signature</td><td>Missouri Address of Service Disabled Veteran Business</td></tr></tbody></table>		<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
<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								

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the MoDOT specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Retirement Plaques and Delivery Services** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department 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 **Retirement Plaques and Delivery Services** meeting the Department 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 Department 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 _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

Each vendor should complete the appropriate sections of form and submit with bid.

**Missouri Highways and Transportation Commission
Standard Bid 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 bid, 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 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.

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A..
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Holidays

- a. 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
- b. 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**.



Presented to

DONNIE JACKSON

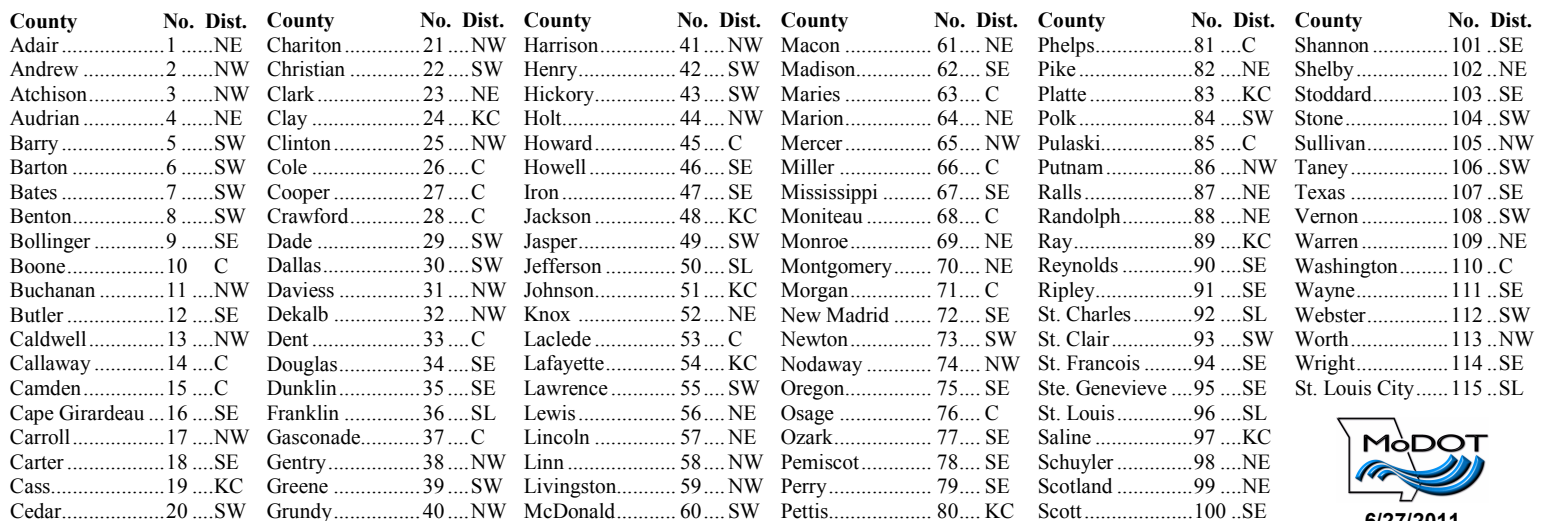
In Appreciation for

30

Years of Service

with the
MISSOURI DEPARTMENT OF
TRANSPORTATION

December 1, 2009



DIVISIONS (CENTRAL OFFICE)	ADDRESS	CITY	STATE	ZIP
ALL Central Office Locations	PO Box 270	Jefferson City	MO	65102
DISTRICTS	ADDRESS	CITY	STATE	ZIP
Northwest District Office	3602 N. Belt	St. Joseph	MO	64506
Northeast Regional Office	26826 US Hwy 63	Macon	MO	63552
Northeast District Office	1711 Hwy 61 South	Hannibal	MO	63401
Kansas City District Office	600 NE Colbern Rd	Lee's Summit	MO	64086
Central District Office	1511 MO Blvd	Jefferson City	MO	65109
St. Louis District Office	1590 Woodlake Drive	St. Louis	MO	63017
Southwest Regional Office	2915 Doughboy Drive	Joplin	MO	64804
Southwest Regional Office	3025 E. Kearney	Springfield	MO	65801
Southeast Regional Office	3956 Main Street	Willow Springs	MO	65793
Southeast District Office	PO Box 160	Sikeston	MO	63801