



**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT Drive, Jefferson City, MO 65109**

BID FORM

RFB NO.: 5-130423LK
TITLE: Printing: Centennial Missouri Official Highway Map
ISSUE DATE: March 28, 2013

BUYER: Lean Kottwitz
PHONE NO.: (573) 751-3685
EMAIL: Leann.Kottwitz@modot.mo.gov

RETURN BIDS NO LATER THAN: APRIL 23, 2013 AT 2:00 PM LOCAL TIME
ALL QUESTIONS ARE DUE NO LATER THAN: APRIL 10, 2013 AT 2:00 PM LOCAL TIME

MAILING INSTRUCTIONS: Print or type **RFB Number** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in General Services office (830 MoDOT Drive) by the return date and time.

RETURN PROPOSAL TO:

(U.S. Mail)
 MoDOT
 PO BOX 270
 JEFFERSON CITY MO 65102

OR

(Courier Service)
 MoDOT
 830 MoDOT Drive
 JEFFERSON CITY MO 65109

CONTRACT PERIOD: DATE OF AWARD THROUGH MARCH 14, 2014

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various Statewide Locations Listed in the Exhibits Attached

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this RFB shall govern in the event of a conflict with his/her bid.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

Printing Centennial Missouri Official Highway Map

I. Introduction and General Information

1.1 Introduction:

This Request for Bid seeks bids from qualified organizations to provide Printing Services with an effective contract period of Date of Award through March 14, 2014, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT, hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement Unit, PO Box 270, Jefferson City, MO 65102 or hand delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, MO 65109 no later than **April 23, 2013, 2:00 PM.** All questions regarding the RFB shall be submitted to Ms. Leann Kottwitz, (email) leann.kottwitz@modot.mo.gov., no later than **April 10, 2013, 2:00 PM Local Time.** Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/g_s_bidding/COcommodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on April 12, 2013, 2:00 PM Local Time.**

1.1.1

(Physical Address)

RFB Coordinator

Ms. Leann Kottwitz
Missouri Department of Transportation
830 MoDOT Drive
Jefferson City, MO 65109

(Mailing Address)

Ms. Leann Kottwitz
Missouri Department of Transportation
PO Box 270
Jefferson City, MO 65102

MHTC reserves the right to reject any and all bids for any reason whatsoever.

NOTE: The bidder must SIGN and RETURN this page with the bid.

BID

- (1) The bidder shall provide firm, fixed prices to MHTC as stated on the Pricing Pages in accordance with the terms of this Request for Bid.
- (2) The bidder agrees to provide the services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.

Authorized Signature of Bidder: _____

Date of Bid: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

2. Scope of Work

2.1 General Requirements:

- 2.1.1 The bidder shall print and deliver the Centennial Official Missouri Highway Map (hereinafter referred to as “map”) in both color and black and white format for the Missouri Department of Transportation (hereinafter referred to as the “state agency”) in accordance with the provisions and requirements stated herein. Unless otherwise stated, the bidder shall not deviate from the printing requirements stated herein.
- 2.1.2 Immediately after the issuance of the Notice of Award, MoDOT shall identify a contact person and provide the telephone number and email address of the contact person for the bidder. The bidder must obtain the contact person’s approval for printing of the map as specified herein. In addition, within five (5) days of the issuance of the Notice of Award, the bidder shall provide the state agency with name, address, telephone number, and email address of the bidder’s representative servicing the contract.
- 2.1.3 The bidder must provide an initial shipment of 3 pallets of maps delivered to the Missouri State Fairgrounds – Highway Gardens 2503 West 16th Street, Sedalia, Missouri 65301, on or before **AUGUST 1, 2013**. The bidder shall give MoDOT three (3) working days notice before delivering to the fair grounds.
- 2.1.4 The bidder must provide all services to the sole satisfaction of MoDOT.
- 2.1.5 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Prepress Requirements:

2.2.1 Colored Map Prepress Material:

- a. By no later than June 12, 2013, MoDOT shall provide the bidder with an original set of Centennial CDs showing color separation. Editorial changes, graphics (sketches), written descriptions, and some information shall be furnished on CDs. CDs shall contain copies of digital information as produced in Microstation or ArcGIS for the Centennial map. The Governor’s photo and letter shall be provided at this time as well.
- b. Within five (5) working days of receipt of the colored map prepress material, the bidder shall provide the state agency with five (5) sets of proofs of each side (front and back) of the composite color map, for a total of ten (10). In addition, the bidder must provide the state agency with one (1) set of proofs of each side (front and back) of the six (6) map color separations, for a total of twelve (12).

2.2.2 Black and White Map Prepress Material:

- a. By no later than September 16, 2013, MoDOT shall provide the bidder with an original set of Centennial CDs of the black and white maps.

- b. Within five (5) working days of receipt of the black and white map prepress material, the bidder shall provide the state agency with one (1) set of proofs of each black and white composite map.

2.2.3 MoDOT shall return the proofs to the bidder within five (5) working days as approved or marked with required revisions/corrections.

2.2.4 MoDOT shall make all revisions, changes, and alterations requested by the state agency. In addition, the bidder shall make corrections and revisions to the proofs that are necessary due to bidder error. The bidder shall submit the revised proofs to the state agency.

2.2.5 The bidder must receive written approval from the state agency prior to printing the map.

2.3 Specific Printing Requirements: Upon receipt of the state agency's approval of the proofs, the bidder shall print the map as specified below:

2.3.1 Color Maps:

- a. Press: The bidder shall use a press capable of printing six (6) colors in one pass.
- b. Front Side: The front side shall include a map of the state, its highways, cities, etc., a north point, legend, city and county index, a panel showing the state parks, and a mileage chart. Along one (1) side shall be the cover and photo of the Governor and his greeting. There shall be six (6) colors on the base map. The states surrounding Missouri shall be screens of colors used on the base map. County boundaries shall have a yellow band overprinting a black dashed line. The front may also include a logo and/or a travel message from MoDOT.
- c. Back/Inset Side: The back side of the map shall show an enlargement of the Kansas City and St. Louis business sections with the cities of Kansas City, St. Louis, Sedalia, Joplin-Webb City, Springfield, St. Joseph, Columbia, Jefferson City, Cape Girardeau, Lake of the Ozarks, and Branson. Also included shall be a listing of the State Highway Patrol Headquarters, Department of Transportation Districts, Department of Transportation Commissioners, Katy Trail map, and miscellaneous images. There shall be six (6) colors, same as on map side. All incorporated places contiguous to the named insets shall be multi-colored.
 - 1) The background on the insets shall be a screen of one (1) color, and the area within the limits shall be various screened colors.
- d. Quantity: MoDOT estimates, but cannot guarantee, needing 2,700,000 folded, double sided (front side and insert/backside), 200 flat (unfolded) front side only, and 200 flat (unfolded) inset/backside only, colored maps. MoDOT shall not accept underruns.
- e. Size: The trimmed size of the colored map shall be 28-7/8" x 39-1/2".
- f. Folding: The finished map shall be folded ten (10) times, accordion-style, then folded into thirds to result in a finished, folded dimension of approximately 4" x 9-1/2".
- g. Paper: The bidder shall use 50-pound #2 white opaque offset, with a minimum brightness of 86 and opacity of 90 or state agency approved equivalent or better.
- h. Ink: The bidder must use soybean-based ink.

2.3.2 Black and White Maps:

- a. Quantity: MoDOT estimates, but cannot guarantee, needing 400 flat (unfolded) black and white maps. The state agency shall not accept an underrun. In the event the State of Missouri elects to renew the contract, the number of copies of the black and white map required for the renewal period shall be comparable to the number of copies required for the original contract period.
- b. Size: The trimmed sizes for the black and white maps shall be 42-1/2" x 54".
- c. Paper: The bidder shall use 80-pound basis coated paper one (1) sided, #2 blue-white opaque with a gloss finish and a minimum brightness of 84 and approximate caliper of .004, or state agency approved equivalent or better.
- d. Ink: The bidder shall use soybean-based ink.

2.4 Packaging, Loading, and Delivery Requirements:

2.4.1 Packaging Requirements: The bidder shall pack the maps in new 200-pound test cases. Each case shall contain the same number of maps. The total weight per case shall not exceed 40 pounds. The case must be packed to fill any excess space in the case. The bidder may use padding if necessary.

a. Colored Maps:

- 1) The bidder shall wrap the folded colored maps in plastic shrink-wrap with 25 maps per bundle and 12 bundles per sealed case.
- 2) The bidder shall place the unfolded maps flat in cases, 500 per case.

b. Black and White Maps: The bidder shall place all of the black and white maps flat (unfolded) on a separate pallet.

c. The bidder shall label two (2) opposite sides or ends of each case with the quantity per case and description of the map.

2.4.2 Loading Requirements: The bidder shall load the cases on single-face, non-reversible wooden warehouse pallets that measure between 40" to 48" in width and between 46" to 50" in length, with a lift clearance of between 4' to 6'. The cases shall not be stacked on the pallets in excess of 48" in height. The total filled pallet weight must not exceed 1960 pounds.

- a. Colored Maps: The bidder shall load 49 cases per pallet
- b. The cases shall be plastic shrink-wrapped to the pallet.
- c. The case labeling must be visible when stacked on the pallets.

2.4.3 Delivery Requirements: The bidder shall deliver the shipments of folded color maps to each location on the schedule in Exhibit A. Addresses for the exact delivery locations are listed in Exhibits B & C. The flat color maps should be delivered in their entirety to Central District Office at the same time as the first

shipment of folded color maps. The flat black and white maps should be delivered in their entirety to Central District Office by October 15, 2013.

The bidder shall have the option to bid an alternative to store the printed maps and ship as needed. The pricing should be indicated in Section G of the Price Page.

3. Bid Submission:

3.1 All bids must be received in a sealed envelope clearly marked “Printing: Centennial Official Highway Map.”

3.1.2 Your sealed bid must be received on or before **April 23, 2013, 2:00 PM Local Time** at the office of:

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Leann Kottwitz
830 MoDOT Drive
Jefferson City, MO 65109

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Leann Kottwitz
PO Box 270
Jefferson City, MO 65102

3.1.3 In addition to pricing, the bidder should supply the following information:

- a. List of bidder’s experience and software proficiency with ESRI products in Printing Official Highway Maps or projects of a similar nature during the past five (5) years. Such lists should include name, title and telephone number of at least two (2) clients within the past five (5) years.
- b. Name, location, telephone number, fax number and email address of the primary contact person for the bidder.
- c. Name(s) of key personnel being proposed to provide printing services as outlined in this RFB.

4. Pricing Page:

A. Missouri Official Highway Map-Color, Folded, Double Sided Option 1 – As Shown on EXHIBIT A	\$ _____ Per 1,000 Maps
B. Missouri Official Highway Map-Color, Folded, Double Sided Option 2 - As Shown on EXHIBIT A	\$ _____ Per 1,000 Maps
C. Missouri Official Highway Map-Color, Folded, Double Sided Option 3 - As Shown on EXHIBIT A	\$ _____ Per 1,000 Maps
D. Missouri Official Highway Map-Color Front Side Only. Estimated -200	\$ _____ Total
E. Missouri Official Highway Map-Color Inset/Backside Only Estimated- 200 _____	\$ _____ Total
F. Missouri Official Highway Map-Black and White. Estimated -400	\$ _____ Total
G. Missouri Official Highway Map-Color, Folded, Double Sided (Shipped as specified in Section 2.4.3) Delivery Requirements as an alternative)	\$ _____ Per 1,000 Maps

Signature

Date

Delivery Options

Option One

Location	Delivery Date 1	# Pallets	# Maps	Delivery Date 2	# Pallets	# Maps	Delivery Date 3	# Pallets	# Maps	Grand Total Pallets	Grand Total Maps
NW District	August 30, 2013	6	84,000						0	6	84,000
NE District	August 30, 2013	4	56,000						0	4	56,000
KC District	August 30, 2013	5	70,000						0	5	70,000
Central District	August 30, 2013	1	14,000						0	1	14,000
SL District	August 30, 2013	3	42,000						0	3	42,000
SW District	August 30, 2013	6	84,000						0	6	84,000
SE District	August 30, 2013	10	140,000						0	10	140,000
MODOT Distribution Center	August 30, 2013	19	264,005	December 2013	67	938,000	March 1, 2014	72	1,008,000	158	2,210,005
Total		54	754,005		67	938,000		72	1,008,000	193	2,700,000

Option Two

Location	Delivery Date 1	# Pallets	# Maps	Delivery Date 2	# Pallets	# Maps	Delivery Date 3	# Pallets	# Maps	Grand Total Pallets	Grand Total Maps
NW District	August 30, 2013	6	88,200	December 2013	6	88,200	March 1, 2014	6	88,200	18	264,600
NE District	August 30, 2013	4	58,800	December 2013	4	58,800	March 1, 2014	4	58,800	12	176,400
KC District	August 30, 2013	5	73,500	December 2013	5	73,500	March 1, 2014	5	73,500	15	220,500
Central District	August 30, 2013	1	14,700	December 2013	1	14,700	March 1, 2014	1	14,700	3	44,100
SL District	August 30, 2013	3	44,100	December 2013	3	44,100	March 1, 2014	3	44,100	9	132,300
SW District	August 30, 2013	6	88,200	December 2013	6	88,200	March 1, 2014	6	88,200	18	264,600
SE District	August 30, 2013	10	147,000	December 2013	10	147,000	March 1, 2014	10	147,000	30	441,000
MODOT Distribution Center	August 30, 2013	18	264,600	December 2013	32	470,400	March 1, 2014	38	558,600	88	1,293,600
Total		53	742,000		67	938,000		73	1,022,000	193	2,700,000

Option Three

Location	Delivery Date 1	# Pallets	# Maps	Delivery Date 2	# Pallets	# Maps	Delivery Date 3	# Pallets	# Maps	Grand Total Pallets	Grand Total Maps
NW District	August 30, 2013	5	73,500	December 2013	6	88,200	March 1, 2014	6	88,200	17	249,900
NE District	August 30, 2013	4	58,800	December 2013	4	58,800	March 1, 2014	4	58,800	12	176,400
KC District	August 30, 2013	5	73,500	December 2013	5	73,500	March 1, 2014	5	73,500	15	220,500
Central District	August 30, 2013	1	14,700	December 2013	1	14,700	March 1, 2014	1	14,700	3	44,100
SL District	August 30, 2013	3	44,100	December 2013	3	44,100	March 1, 2014	3	44,100	9	132,300
SW District	August 30, 2013	5	73,500	December 2013	6	88,200	March 1, 2014	6	88,200	17	249,900
SE District	August 30, 2013	8	117,600	December 2013	10	147,000	March 1, 2014	10	147,000	28	411,600
MO Div. of Tourism	August 30, 2013	10	147,000	December 2013	2	29,400	March 1, 2014	12	176,400	24	352,800
State Fair Grounds	August 1, 2013	3	44,100	December 2013	0	0	March 1, 2014	0	0	3	44,100
MO Highway Patrol	August 30, 2013	2	29,400	December 2013	2	29,400	March 1, 2014	2	29,400	6	88,200
MO State Capitol	August 30, 2013	2	29,400	December 2013	0	0	March 1, 2014	0	0	2	29,400
MODOT Distribution Center (Surplus)	August 30, 2013	5	73,500	December 2013	29	426,300	March 1, 2014	25	367,500	59	867,300
Total		53	742,000		68	952,000		74	1,036,000	195	2,700,000

*Delivery dates and quantities are subject to change.

 Send to MODOT Distribution Center (Surplus)

Delivery Locations for Official State Highway Map Option One & Two

Exhibit B

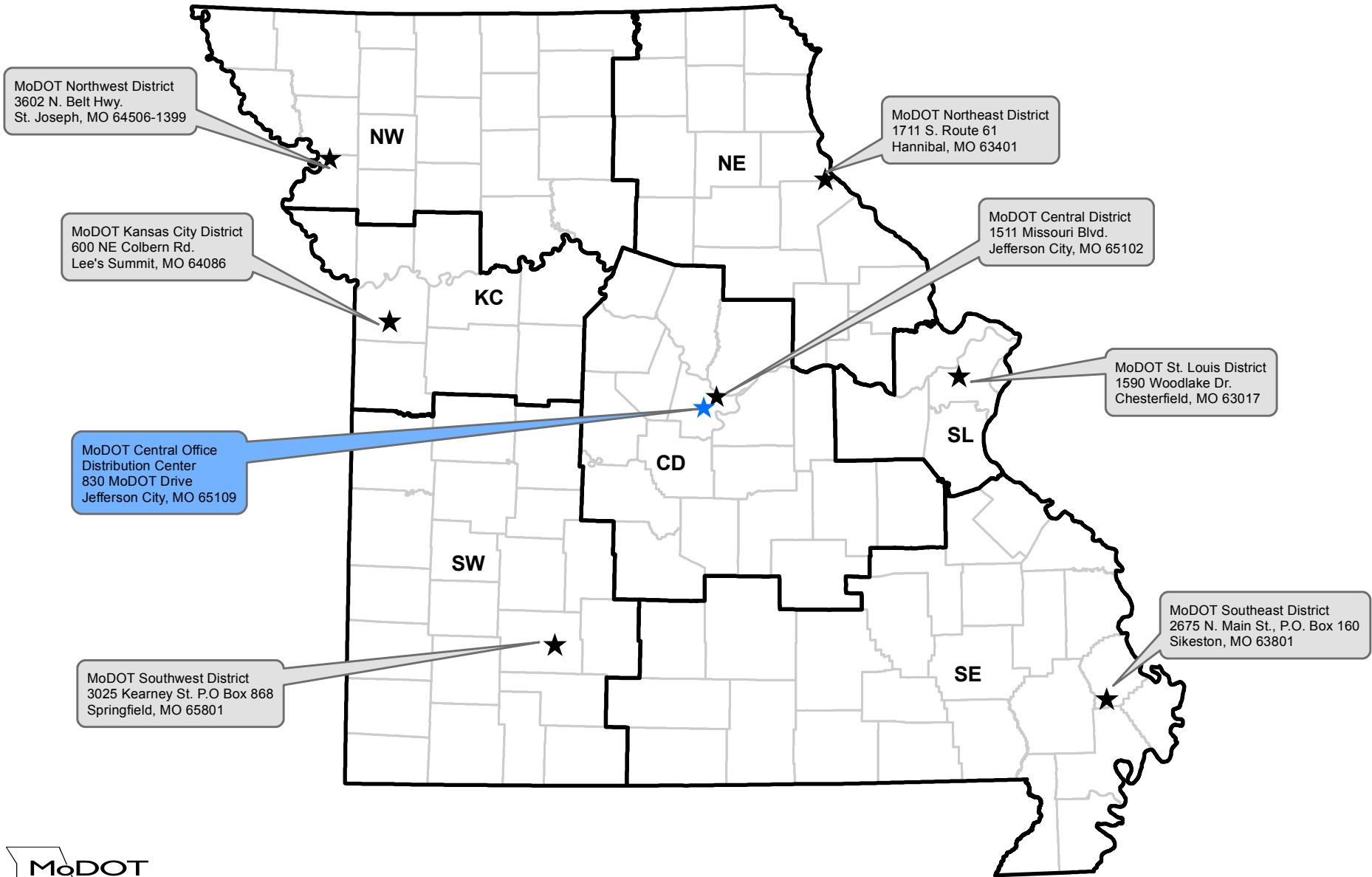
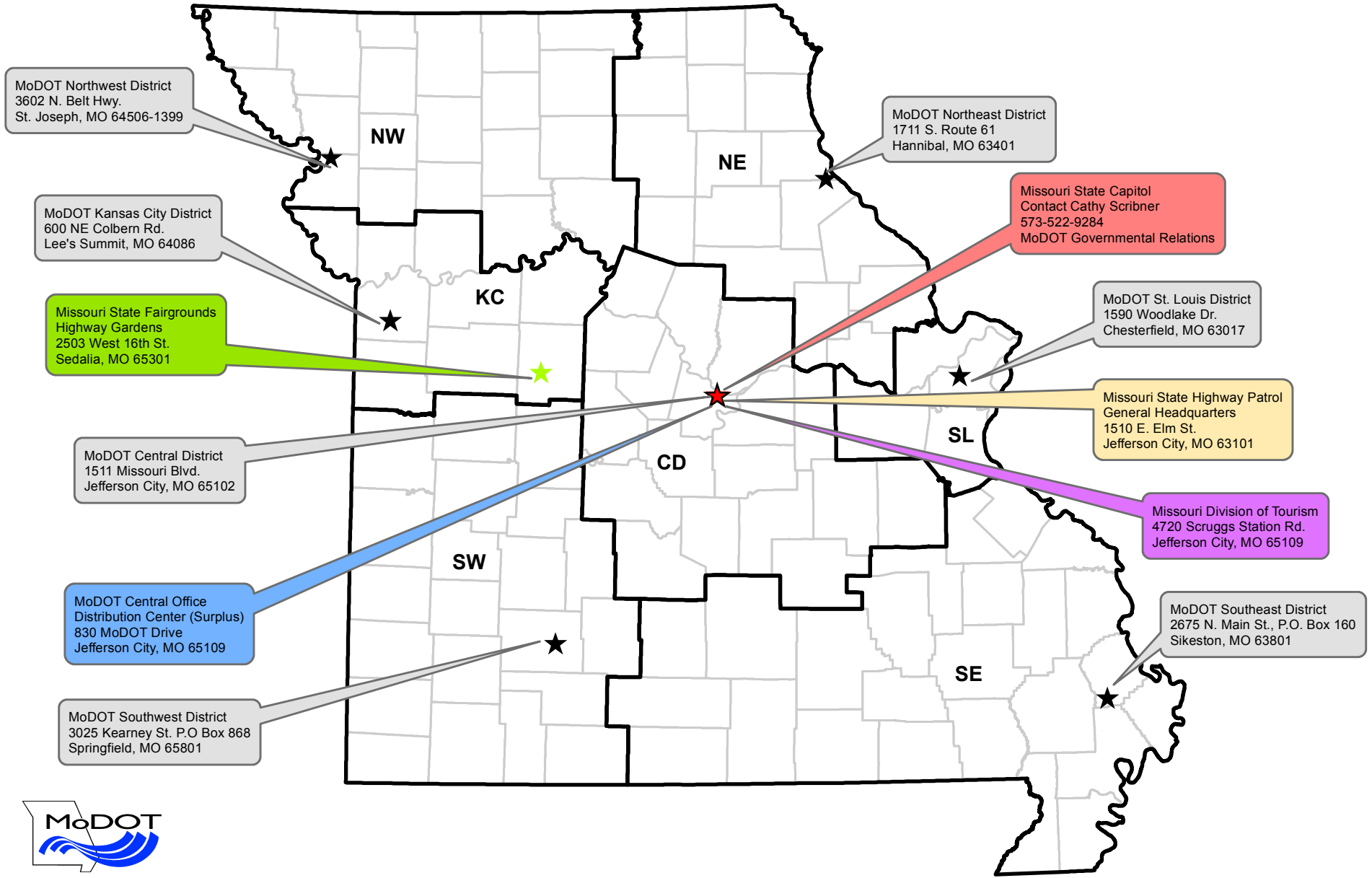


Exhibit C

Delivery Locations for Official State Highway Map Option Three



Missouri Department of Transportation
Transportation Planning
1-888-ASK-MODOT
WWW.MODOT.ORG
Date: 5/25/2012

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

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

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

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

Affiant Signature

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

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

Exhibit E

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.
- an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

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

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

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 D.
- 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 E.

Delivery – Additional Requirements

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

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**.

Liquidated Damages

- a. The contractor shall agree and understand that the printing, construction, packaging, loading, and delivery of the maps in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the printing, construction, packaging, loading and/or delivery requirements, the

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- contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- b. In the event the contractor does not package and/or load the cartons and/or pallets in accordance with the requirements specified herein, the MHTC shall have the right to return the entire shipment to the contractor for repackaging and/or reloading. However, if delivery is critical as determined by the state agency and the MHTC elects to accept the shipment, the contractor shall be assessed liquidated damages in the amount of \$1,000.00.
 - c. In the event the contractor fails to deliver the maps in accordance with the delivery date specified herein, shall be assessed liquidated damages in the amount of \$1,000.00 for each day that elapses after the required delivery date until actual delivery of the maps.
 - d. In the event the printed maps or the quality of the printing in the maps or the construction of the maps either fails to comply with the printing and construction requirements specified herein or is not consistent with the quality of printing in the samples submitted with the contractor's awarded bid, the MHTC shall have the right to reject all or part of the completed printing. If requested by the MHTC, the contractor shall re-print the maps at no additional cost to the state agency. However, if delivery of the map is critical, as determined by the MHTC, and the MHTC elects to accept the printed maps, the contractor shall be assessed liquidated damages in an amount not to exceed 10% of the total amount invoiced. The MHTC shall have the final decision concerning (1) the acceptability of the printing and construction, (2) the rejection of the printing and re-printing of the maps versus the assessment of liquidated damages, and (3) the amount of the liquidated damages.
 - e. In the event any of the production material provided by the MHTC to the contractor is damaged while in the contractor's care, including scratches or fingerprints to a transparency, the contractor shall be responsible for the value or replacement of the material, at a rate not to exceed \$500 per damaged material. The state agency shall solely determine the actual value of the materials. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the MHTC at the sole discretion of the MHTC.
 - f. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - g. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.