

BID FORM

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

REQUEST NO.	5-161121AF
DATE	November 7, 2016

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

2:00 p.m., Central Time, November 21, 2016

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

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

Submit net bid as cash discount stipulations will not be considered

Various Locations in Missouri

BUYER:	Ashley Fick, General Services	BUYER TELEPHONE:	573-526-2744
BUYER EMAIL:	Ashley.Fick@modot.mo.gov		

SUPPLIES OR SERVICES

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **Long Term Safety Awards** from notice of award through October 31, 2017.

*****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 **Long Term Safety Awards** in various locations with an effective contract period from notice of award through October 31, 2017 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 within at least five (5) working days prior to the official bid opening date. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., Central Time, November 21, 2016.**

RFB COORDINATOR:

Ms. Ashley Fick – General Services Technician
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65109

(physical address, zip 65109)
(mailing address, zip 65102)

PHONE: 573-526-2744
FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes a request for competitive, sealed bids for the procurement of Long Term Safety Awards as set forth herein.
- 1.2.2 Organization: This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages
 - 5) Vendor Information and Preference Certification Form
 - 6) Attachments - MoDOT Logo
 - 7) Terms and Conditions
 - 8) MoDOT Map

NOTE TO RESPONDENT:

- 1.2.3 The Agreement between MHTC and the bidder shall consist of: the RFB in its entirety and any written amendments thereto, the bidder's response to the RFB and purchase order. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the bidder's response. The bidder is cautioned that its response shall be subject to acceptance by MHTC without further clarification.

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 price must include all costs associated for providing the requested items to the following eight (8) separate locations throughout the State. These costs include, but are not limited to drop shipping, invoicing, insurance, personal costs, etc.
 - a. Central Office – 105 W. Capitol Avenue, Jefferson City, MO 65102 Attn: Michael Todd
 - b. Northwest District – 3602 N. Belt Hwy, St. Joseph, MO 64502 Attn: Matthew Sonner
 - 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: Scott Melton
 - 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
- 2.1.3 MoDOT Logo/Emblem: **All bidders submitting bids for clothing items must provide a “sew out” with their bid response.** Logo size should be 2 ½” Wide x 1-1/4, placed on the front left side of the jacket. Embroidery needs to be Gray or Silver. Please refer to **Attachments A1, A2, B1, B2, and C** for Logo.
- 2.1.4 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.5 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers when use of such products is deemed in the best interest of MoDOT.
- 2.1.6 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 must submit pricing on all items within a category.**
- 2.3 **Quantities:**
 - 2.3.1 MoDOT eligible employees will select the items of choice. MoDOT reserves the right to change quantities when orders are placed for delivery statewide.
 - 2.3.2 Orders identifying the products, sizes and quantities will be placed by each location listed in section 2.1.2.

2.4 Ordering/Delivery Requirements:

- 2.4.1 Employees eligible for safety awards are provided information briefly describing the items available. Each employee chooses the safety award they desire without knowledge of the cost for said item or the results of this bid request
- 2.4.2 Upon determination of the lowest bidder, a purchase order(s) will be issued to the awarded vendor for product delivery to the specific locations. Awards will be issued per category, based on the lowest price.
- 2.4.3 All product bid awards and orders will be completed and delivery must be no later than **May 15, 2017**. The bidder shall deliver the products to the district location which the order was placed by listed in section 2.1.2.
- 2.4.4 All items must be individually wrapped with a label on the outside of package for easy distribution.
- 2.4.5 The successful bidder for each item will not be permitted to provide a substitution for the merchandise bid. If for any reason after bid acceptance the successful bidder cannot provide the exact item bid, their bid will be rejected and the next lowest bidder will receive the award until the lowest bidder meeting the minimum bid specifications is determined

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 successful bidder(s) shall be in accordance with the applicable prices specified on the Pricing Page of this document for all services performed satisfactorily, and in accordance with the requirements 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 bidder for any reason whatsoever.
- 2.5.5 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.
- 2.5.6 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.
- 2.5.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.6 Other Contractual Requirements:

2.6.1 Contract period shall be from notice of award through **October 31, 2017, with the option of four (4) additional one (1) year optional renewal periods, or any portion therein.** No substitute of requested products shall be allowed. Bidders will only bid on those products listed in the Safety Award Technical Specifications located on Page 7.

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. 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.

COLORS AND LOGOS FOR THE FOLLOWING YEARS COULD CHANGE

- 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 and should be clearly marked "Long Term 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 Samples:

- a. All bidders may 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 award and 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 bid has been awarded. MoDOT will not be responsible for returning samples to bidders who do not include return postage.
- b. Unit prices for non-clothing items must include one color logo on each individual piece of merchandise in accordance with the following specifications.
- c. **All vendors submitting bids for clothing items must provide a "sew out" with their bid response.** Logo size should be 2 1/2" Wide x 1-1/4", placed on the front left side of the jacket. Embroidery needs to be Gray or Silver. Please refer to **Attachments A1, A2, B1, B2, and C** for Logo. MoDOT will retain the awarded bidder's "sew out" sample to ensure equal quality of actual products.

3.1.4 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**

- a. Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest responsive bid. Upon determination of the lowest bidder, awards will be issued per category, based on the lowest price.

3.3 **Award:**

- a. Award of this bid will be made on "Category-By Category" basis and by using the lowest and most responsive principal of award, providing the prices are acceptable to MoDOT.
- b. To be considered responsive for a category, pricing must be submitted on all items within a category.
- 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.

SAFETY AWARD TECHNICAL SPECIFICATIONS

1. Tri-Mountain Windproof Jacket – 3600 Bay Watch

- a. Embroidery Logo Gray color thread, to match Jacket (refer to **Attachment A1** for Logo) – logo to be placed on front left side of the jacket.
- b. Layer of waterproof medium-weight 100% Toughlan nylon, and 90z heavyweight cotton/polyester/rayon gray jersey lining
- c. Two exterior pockets with zippers and one inner right chest pocket with zipper
- d. Elastic waistband and cuff
- e. Raglan sleeves and 3-piece cut hood
- f. Sizes Small – 5XL
- g. Color: Navy Shell/Gray Sweatshirt Lining/Gray Logo

2. Port Authority Challenger Jacket. J754

- a. Embroidery Logo Gray color thread, to match Jacket (refer to **Attachment A1** for Logo) – logo to be placed on front left side of the jacket.
- b. Teklon Nylon Shell
- c. Poly Filled Body With Heavyweight Fleece Lining
- d. 1 x 1 Rib Knit Trim at the Waistband and Cuffs
- e. Nylon Lining in the Sleeves
- f. Lower Slash Pockets
- g. Interior Pocket (All With Zip Enclosures)
- h. Color: Navy
- i. Sizes M-6XLT
- j. Item No. J754 (Port Authority)

3. Seiko Watch (Mens or Ladies)

- a. Provided Logo Imprinted (refer to **Attachment A** for Logo) – logo imprinted on watch face
- b. Two Tone Case With Calendar/Date
- c. Lumbrite Hands and Markers
- d. Water Resistant Up To 30 Meters
- e. Brown Leather Dress Band

4. PRICING PAGE

CATEGORY 1: UltraClub Jacket SIZES SMALL – 5XL				
Item #:	Description:	Unit of Issue:	Unit Price:	Extended Total:
#1	Tri-Mountain Windproof Jacket-3600 Bay Watch <u>Please see specifications on page 7.</u>			
	SMALL – 15 YEAR	EACH		
	SMALL – 20 YEAR	EACH		
	MEDIUM – 15 YEAR	EACH		
	MEDIUM – 20 YEAR	EACH		
	LARGE – 15 YEAR	EACH		
	LARGE – 20 YEAR	EACH		
	LARGE –TALL- 15 YEAR	EACH		
	LARGE-TALL- 20 YEAR	EACH		
	XLARGE – 15 YEAR	EACH		
	XLARGE – 20 YEAR	EACH		
	XLARGE – TALL – 15 YEAR	EACH		
	XLARGE – TALL – 20 YEAR	EACH		
	2XL – 15 YEAR	EACH		
	2XL – 20 YEAR	EACH		
	2XL – TALL – 15 YEAR	EACH		
	2XL – TALL – 20 YEAR	EACH		
	3XL – 15 YEAR	EACH		
	3XL – 20 YEAR	EACH		
	3XL – TALL – 15 YEAR	EACH		
	3XL – TALL – 20 YEAR	EACH		
	4XL – 15 YEAR	EACH		
	4XL – 20 YEAR	EACH		
	4XL- TALL-15 YEAR	EACH		
	4XL-TALL-20 YEAR	EACH		
	5XL- 15 YEAR	EACH		
	5XL- 20 YEAR	EACH		

**CATEGORY 2: Port Authority Challenger Jacket
SIZES MEDIUM – 6XLT**

Item #:	Description:	Unit of Issue:	Unit Price:	Extended Total:
#2	Port Authority® - Challenger Jacket. J754 <u>Please see specifications on page 7.</u>			
	SMALL – 25 YEAR	EACH		
	SMALL – 30 YEAR	EACH		
	MEDIUM – 25 YEAR	EACH		
	MEDIUM – 30 YEAR	EACH		
	LARGE – 25 YEAR	EACH		
	LARGE – 30 YEAR	EACH		
	LARGE – TALL - 25 YEAR	EACH		
	LARGE – TALL - 30 YEAR	EACH		
	XLARGE – 25 YEAR	EACH		
	XLARGE – 30 YEAR	EACH		
	XLARGE – TALL - 25 YEAR	EACH		
	XLARGE – TALL - 30 YEAR	EACH		
	2XL – 25 YEAR	EACH		
	2XL – 30 YEAR	EACH		
	2XL – TALL - 25 YEAR	EACH		
	2XL – TALL - 30 YEAR	EACH		
	3XL – 25 YEAR	EACH		
	3XL – 30 YEAR	EACH		
	3XL – TALL - 25 YEAR	EACH		
	3XL – TALL – 30 YEAR	EACH		
	4XL – 25 YEAR	EACH		
	4XL – 30 YEAR	EACH		
	4XL – TALL - 25 YEAR	EACH		
	4XL – TALL - 30 YEAR	EACH		
	5XL – 25 YEAR	EACH		
	5XL – 30 YEAR	EACH		
	5XL – TALL - 25 YEAR	EACH		

**CATEGORY 2: Port Authority Challenger Jacket
CONTINUED**

Item #:	Description:	Unit of Issue:	Unit Price:	Extended Total:
#2	Port Authority® - Challenger Jacket. J754 <u>Please see specifications on page 7.</u>			
	5XL – TALL - 25 YEAR	EACH		
	5XL – TALL - 30 YEAR	EACH		
	6XL – 25 YEAR	EACH		
	6XL – 30 YEAR	EACH		
	6XL – TALL - 25 YEAR	EACH		
	6XL – TALL - 30 YEAR	EACH		

**CATEGORY 3: Seiko Watch
MENS & LADIES**

Item #:	Description:	Unit of Issue:	Unit Price:	Extended Total:
#3	Seiko Watch (Mens or Ladies) Two tone case with calendar/date. Lumbrite hands and markers. Water resistant up to 30 meters. Brown leather dress band. MoDOT Safety logo imprinted on watch face. <u>Please see specifications on page 7.</u>			
	MENS	EACH		
	LADIES	EACH		

NO SUBSTITUTIONS WILL BE ACCEPTED

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

4.2 Renewal Options

NOTE: Renewal Periods - If the option for renewal is exercised by the Missouri Department of Transportation, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein. **COLORS AND LOGOS FOR THE FOLLOWING YEARS COULD CHANGE**

- a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
- b. Missouri Department of Transportation does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- c. In the event the Missouri Department of Transportation exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

1st Renewal Period

Maximum Percentage

% _____

Maximum percentage per category

2nd Renewal Period

Maximum Percentage

% _____

Maximum percentage per category

3rd Renewal Period

Maximum Percentage

% _____

Maximum percentage per category

4th Renewal Period

Maximum Percentage

% _____

Maximum percentage per category

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:

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

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

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

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

Preference Certification

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

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

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

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

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

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

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

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

MoDOT
SAFETY AWARD

15 Years











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 notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date

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

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

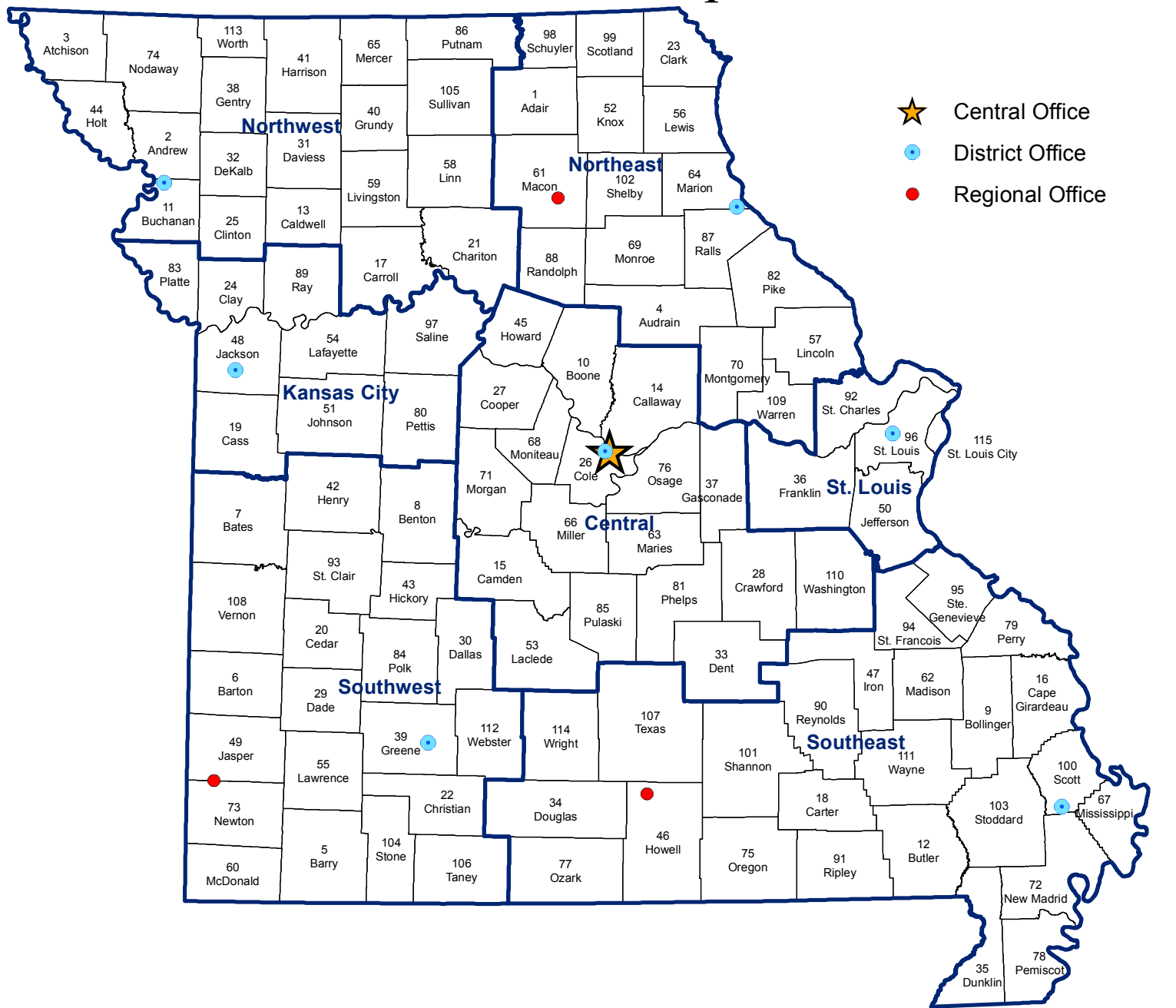
If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

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 Department of Transportation

District Map



County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	SE	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Callaway	14	C	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Camden	15	C	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Cape Girardeau	16	SE	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Carroll	17	NW	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Carter	18	SE	Franklin	36	SE	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Cass	19	KC	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Cedar	20	SW	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
			Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
			Grundey	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			



6/27/2011