

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - PROCUREMENT
St. Louis District, 2309 Barrett Station Road
Ballwin, MO 63021

REQUEST NO.	SL15-021-R7
DATE	August 26, 2014
PAGE NO.	1
NO. OF PAGES	19

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

10:00 a.m., Local Time, September 9, 2014

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

**Motorist Assist Location
669 Salt Mill Road
Chesterfield, MO 63017**

BUYER:	Stephanie Austin Rashid, CPPB General Services Specialist	MoDOT web site: http://www.modot.mo.gov/business/contractor_resources/Commodities.htm
BUYER EMAIL:	Stephanie.AustinRashid@modot.mo.gov	BUYER TELEPHONE: (314) 301-1439

SUPPLIES OR SERVICES

Motorist Assist Uniform Purchase and Maintenance Services

To establish a contract to furnish **uniform purchase and maintenance services** for Motorist Assist Dept.
with a Notice to Proceed and ending August 31, 2017 in accordance with the following pages.

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.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within 30 days after receipt of formal purchase order.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	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 uniform purchase and maintenance services in accordance with the requirements and specifications stated herein, to the Missouri Highways and Transportation Commission (MHTC) and 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/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 10:00 a.m., Local Time, Tuesday, September 9, 2014.**

RFB COORDINATOR:

**Ms. Stephanie Austin Rashid, CPPB
General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road
Ballwin, MO 63021
PHONE: (314) 301-1439; FAX: (314) 301-1437**

1.2 General Information and Background:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of uniform purchase and maintenance services as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
Appendix A – Shirt and Patch Displays
 - 3) Bid Submission
 - 4) Pricing Page
 - 5) Vendor Information and Preference Certification Form
 - 6) Annual Worker Eligibility Verification Affidavit
 - 7) Affidavit for Sole-Proprietorship or Partnership
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide uniform purchase and maintenance services for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services.
- 2.1.3 The Contractor shall provide Uniform Purchase, Cleaning and Maintenance Services for delivery to Motorist Assist Location to the sole satisfaction of MoDOT. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Bidder.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with uniform purchase, cleaning, and maintenance services in accordance with the following.

2.3 Delivery Requirements:

- 2.3.1 The following delivery requirements shall apply:
- 2.3.2 The Contractor(s) shall maintain weekly delivery to the Motorist Assist Location, 669 Salt Mill Road, Chesterfield, MO 63017 and incorporated herein.
- 2.3.3 All garments picked up one week must be returned the following week. In addition, any garment not returned within two (2) weeks shall be considered lost, and the Contractor(s) shall replace the garment within 30 days free of charge.
- 2.3.4 The Contractor must coordinate with any Motorist Assist Supervisor regarding the scheduled time for delivery at Motorist Assist Location. When it is necessary for the driver to deviate from the agreed upon delivery schedule, the driver must contact a representative from the respective delivery location. MoDOT prefers an early morning delivery schedule. Employees at this location are on site briefly and then are in the field for the remainder of the day. Every effort will be made to have a MoDOT receiver on site, however, this is not guaranteed.

2.4 Specifications for Motorist Assist Uniform

Please see Appendix A for Shirt and Patch Displays

2.4.1 Shirts:

- Must meet ANSI class III ratings
- Must be Hi-Visibility florescent yellow-green in color
- Must have breast pockets
- Shirt sizes must range from Men's Small to 6XL and must accommodate women sizes
- Shall adorn patches with the State seal with wording below the seal "MOTORIST ASSIST EMERGENCY RESPONSE," sewn on both the left and right sleeve centered on the upper part of the sleeve 1" – 2" down from the seam
- MoDOT patch will be sewn above the left breast pocket

- MoDOT patch will be black with a white background and black border
- First Name and DSN (Department Serial Number) patch will be sewn above the right breast pocket; patch must be rectangle in shape (Name Tape) 1" tall with standard 3/4" lettering with the First Name and DSN (Department Serial Number) in ALL CAPS with Yellow-Green lettering on a Black background with a black border
- The left sleeve below the state seal shall display a patch with the words First Aid / CPR Certified and a red cross
- The patches shall have a plastic coated backing, and the backing material shall consist of polyester cotton twill. The embroidery thread shall be rayon. (added)
- Short Sleeve shirts need to be polo in style with Black collar
- Shirts must be an appropriate length to facilitate longer torsos displaying a professional tucked and tidy appearance.
- All shirts must 100% dry weave polyester
- All operators need to have 11 shirts in both long and short sleeve
- Long Sleeve shirts need to be button up

2.4.2 Pants (Uniform Trousers):

- Black in color overall with little or no florescent color material
- Must be cargo style with pockets on both sides
- Must have rip stop material (like military style pants)
- Must meet ANSI Class E rating
- All operators need to have 11 pairs of pants
- Stretch style elastic waist for operator comfort
- Must be equivalent to 5.11 tactical brand:
 - 8.5 oz. cotton canvas
 - 48 individual bartacks in high stress areas
 - Double thick seat and knees (kneepad ready)
 - Triple-stitch reinforcement
 - YKK® zippers or equivalent
 - Prym® snaps or equivalent

2.4.3 All operators need to have at least 11 shirts and 11 pairs of pants. Every week, the company will need to pick up the dirty uniforms and drop off the clean ones. The company will also need to be able to repair the uniforms by the next delivery cycle. If a shirt or pair of pants is unserviceable either by a rip or by being too dirty, they need to be replaced within two (2) weeks. Patches, embroidery, or reflective stripes sewn onto the uniforms shall not interfere with the ergonomics or functionality of the shirts or pants.

2.4.4 All garments provided and distributed by the Contractor(s) shall remain the property of the MoDOT, as this is a purchase of uniforms, not a rental. The Contractor(s) must provide new garments to all employees beginning participation in the program within the first sixty (60) calendar days of the implementation period. After the first sixty-day implementation period has passed, any employee who joins the program will be provided garments of equal quality to those of their fellow employees. The garments provided by the Contractor(s) must be acceptable to the participating employees.

2.4.5 Each clothing item provided by the Contractor(s) shall have a laundry mark or other identification device for the purpose of identifying each article of clothing for the individual employee.

2.5 Cleaning Requirements:

2.5.1 The Contractor(s) shall launder garments to the highest industry standards with hypoallergenic detergents which will not degrade uniforms. Uniforms not cleaned to the satisfaction of the employee shall be returned to the Contractor(s) for re-cleaning until the uniforms are cleaned to the employees' satisfaction. The Contractor(s) shall not assess a charge for uniforms returned for re-cleaning.

2.6 Repairs:

- 2.6.1 The Contractor(s) shall be responsible for the repair of all damage to the garments. Garments shall be maintained in a constant state of superior condition, with buttons and snaps securely attached and missing buttons and snaps replaced. Final determination shall rest with the District Engineer/Division Director or his/her assignee. When needed repairs are brought to the attention of the Contractor(s), said problems shall be expeditiously remedied and the garment returned as part of the next delivery throughout the life of the contract and regardless of any pending expiration date. Failure of the Contractor(s) to repair garments to a satisfactory condition or provide a replacement shall be cause to withhold the next semi-monthly payment until the repair is accomplished.
- 2.6.1 The Contractor(s) shall provide, at a minimum, five (5) identifiable bags at delivery location. These bags must include a zipper on it for closing it and must NOT be a paper or plastic bag. These bags will be used for employees requesting a repair to place their repair items in when needing a repair. The bags may have a repair checklist on them for each individual piece of clothing, or one large bag may be used for employees to continue tagging their repair items and then place the repair item in one large bag with other repair items. This will help to ensure a repair is needed before a garment is to be laundered.

2.7 Replacement:

- 2.7.1 All garments considered unsightly due to mending, stains, rips, or excess wear shall be replaced with **new** garments of the appropriate size within two (2) weeks with supervisor's approval at the cost of MoDOT.
- 2.7.2 At the beginning of each renewal, the Contractor(s) will be responsible for replacing all garments as needed and requested by Motorist Assist supervisor as part of the renewal option. Additionally, each employee needing replacement uniforms must be measured and sized again according to the specifications listed below in the "sizing" section of this bid.
- 2.7.3 New garments, on an as needed basis, shall replace worn or damaged garments during the contract period.
- 2.7.4 An employee may request uniform replacement during the contract renewal period, if approved by immediate supervisor.

2.8 Sizes:

- 2.8.1 Measurements for the new uniforms for changeover shall be done by the Contractor(s) at the Motorist Assist Location. The Contractor(s) shall visit this location for the purpose of individually measuring all personnel for whom garments will be ordered. **The Contractor(s) must complete measurements for the initial garments and shall be in a position to deliver the garments to all participating employees no later than sixty (60) days after Notice to Proceed.** The Contractor(s) shall schedule all measurements with delivery location at a mutually agreed upon date and time.
- 2.8.2 "Measuring" shall include physical measurements taken by an experienced professional and "trying on" of a sample garment of the exact type and size that the employee will be ordering. It is the responsibility of the Contractor(s) to provide a sufficient number of sample uniforms for this purpose whenever measurements are taken. No verbal measurements will be acceptable. Proper fit of uniforms shall be guaranteed.
- 2.8.3 This bid includes all sizes. This means, you must include the cost of short and long lengths, short and tall shirts, short and long inseams and sizes. Additionally, all sizes must be included and available from this contract.

2.9 Invoicing and Payment Requirements:

- 2.9.1 The contractor shall submit itemized invoices to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation
Business & Benefits
1590 Woodlake Drive
Chesterfield, MO 63017-5712

- 2.9.2 Initial purchase of uniforms will be paid upon receipt of Contractor's invoice as soon as possible, but within 30 days. MoDOT processes payments for weekly cleaning, maintenance, and repair services semi-monthly on the 15th and last day of each month. The bid price shall remain in effect for the entire duration of the agreement period.
- 2.9.3 Payments for weekly cleaning, maintenance, and repair services provided under this contract **ARE NOT** processed based upon Contractor(s) Invoices. Payments are issued based upon receipt of services according to this Request for Bid (RFB).
- 2.9.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.9.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.9.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.

2.10 Other Contractual Requirements:

- 2.10.1 Contract Period - The contract shall commence from the date of Notice to Proceed until **August 31, 2017** with a one (1) three-year renewal option period, or any portion therein. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.10.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - 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.
 - In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.11 Clarification and Special Comments:

- 2.11.1 Failure by the Contractor(s) to provide the services as outlined may lead to cancellation of this Agreement. The Contractor(s) may be declared non-responsible for failing to live up to the terms outlined above. This could lead to suspension from the Commission's vendor list for a three (3) year period, as outlined in Rules of Missouri Department of Transportation, MHTC, Procurement 7 C.S.R. 10-11.030.

APPENDIX A-Shirt and Patch Displays

Shirt Drawing

Motorist Assist / Emergency Response Operator **Revision 7/22/2014**

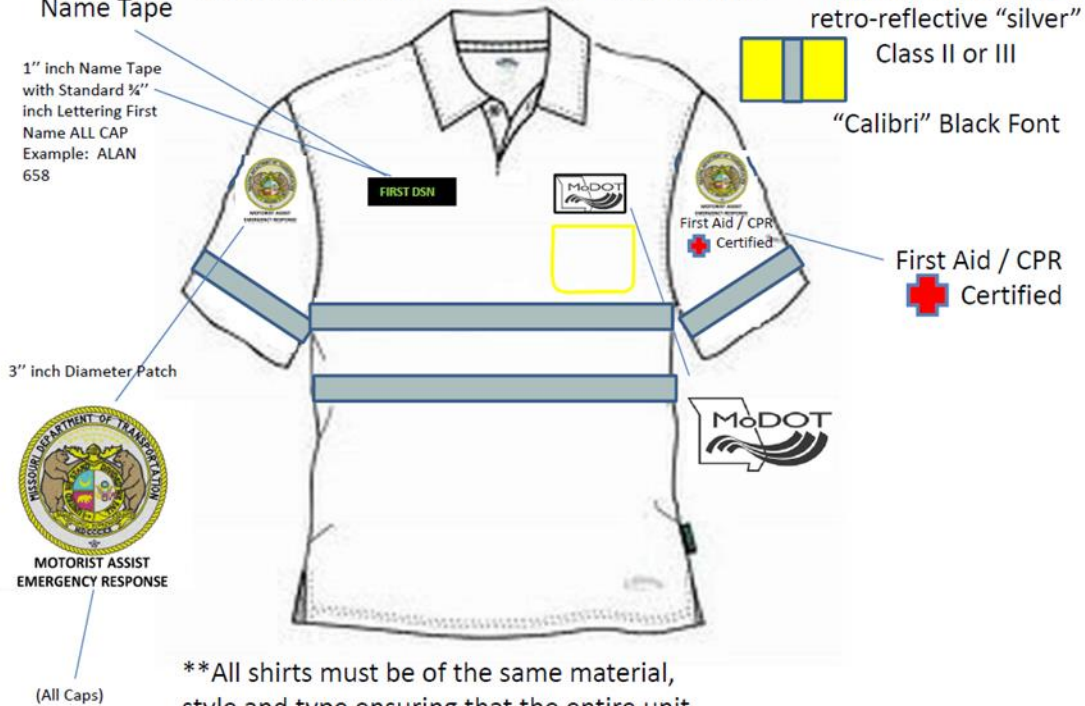
All Lettering approximately 3/8" inch tall. "Calibri" Black Font

Name Tape

1" inch Name Tape
with Standard 3/4" -
inch Lettering First
Name ALL CAP
Example: ALAN
658

Lime Color shirt with
retro-reflective "silver"
Class II or III

“Calibri” Black Font



****All shirts must be of the same material, style and type ensuring that the entire unit has a professional “uniform” appearance.**

Patch



Polo



3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “**SL15-021-R7 Motorist Assist Uniforms**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. INTRODUCTION AND GENERAL INFORMATION.”
- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 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.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements.
- 3.1.6 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “All or Nothing” basis using the “lowest and best” principle of award for original contract period.
 - b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGE

- 4.1** The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB.

Purchase Price and Replacement Cost of Uniforms per Employee

The bid price for the garments is the final price charged for purchase and/or replacement of the garments listed. Any alteration, taxation, set-up charge identification marking and/or other costs must be included in the bid price.

Line Item	Qty	U/M	Item Description	Unit Price	Unit Price Extension
01	11	Ea	Short Sleeve Uniform Shirt - 100% Polyester	\$	\$
02	11	Ea	Long Sleeve Uniform Shirt - 100% Polyester	\$	\$
03	11	Ea	Uniform Trousers – 8.5 oz Cotton Canvas	\$	\$
04				Extended Total Per Employee	\$
05	31	Ea	Initial Order-Total Extended Cost Times 31 Employees	\$	

Weekly Cleaning, Maintenance and Repair Cost of Uniforms

The bid price for the garments is the final price charged for maintenance, cleaning and repairs of the garments listed. Any alteration, taxation, set-up charge identification marking and/or other costs to maintain the garment must be included in the bid price. Cost for weekly cleaning, maintenance and repair shall be billed Semi-Monthly.

Line Item	Item Description	Semi-Monthly Pricing
01	22 Shirts & 11 Trousers (Coveralls or combination) - 100% Polyester	\$
02	11 Shirts & 11 Trousers (Coveralls or combination) – 100% Polyester	\$
03	11 Shirts - 100% Polyester	\$
04	22 Shirts - 100% Polyester	\$

DATE: _____ COMPANY: _____

OFFICER: _____ SIGNATURE: _____

4. PRICING PAGE (Continued)

4.2 RENEWAL OPTION

In the event that the Missouri Highway Transportation Commission (MHTC) exercises its options to renew the contract for one (1) additional three-year period pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

FIRST RENEWAL PERIOD

_____ % of maximum increase OR

_____ % of maximum decrease

SECOND RENEWAL PERIOD

_____ % of maximum increase OR

_____ % of maximum decrease

It is agreed that if any renewal option granted herein is exercised, the MHTC will notify the contractor prior to the expiration date. **Escalating factors in options will not automatically be granted. Any request for an increase in price must be substantiated by corresponding increase in vendor costs and submitted in writing to the Missouri Highway Transportation Commission buyer or record.**

No increase will be granted without prior approval of the Missouri Highway Transportation Commission or its assigned representative.

Company Name

Signature

Title

Date

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 <u>Addresses of Missouri Offices or Places of Business.</u></i>	
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> 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> 	
<i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i>	

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> 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 <u>Location Products are Manufactured or Produced.</u></i>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans.	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

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 a person whose name is subscribed to this affidavit, 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 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 am the _____ of _____, and I am duly
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I 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 to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with 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.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 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 this _____ day of _____, 20_____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program to be submitted]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner) **(If applicable)**

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:

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.

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

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT **2. SCOPE OF WORK** and any other provisions outlined in the solicitation documents.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), 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, 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors 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