

**MISSOURI DEPARTMENT OF TRANSPORTATION**

SOUTHEAST DISTRICT  
PO Box 160  
2675 N. MAIN  
SIKESTON, MO 63801

**REQUEST FOR BID**

BIDDING GUIDELINES  
AND DOCUMENTATION

**SEALED BID REQUIRED**

TODAY'S DATE: <b>4/15/2014</b>	BID DUE BY (DATE AND TIME): <b>TUESDAY, APRIL 29, 2014 @ 1:00 PM, CST</b>	F.O.B. REQUIREMENTS: <b>DESTINATION</b>
TO BE DELIVERED/COMPLETED: <b>MAY 30, 2014</b>	BID #: <b>SE14-B484-RJ</b>  <small>THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.</small>	BUYER: TAMMY BAKER PHONE NUMBER: 573-472-5369
<u>District Mailing Address:</u> Missouri Department of Transportation Southeast District Procurement 2675 N. Main Sikeston, MO 63801		<u>Delivery Locations:</u>  <b>2675 N. MAIN, SIKESTON, MO 63801</b>

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

ITEM	UM	QTY	DESCRIPTION	UNIT PRICE	DELIVERY TIME FRAME
<p><b>The Missouri Department of Transportation, Southeast District, desires to establish pricing for ANSI/SEA Hi-Vis Green CLASS II COMPLIANT T-SHIRTS.</b></p> <p><i>See Enclosed Specifications, Details and Pricing Pages</i></p>					

**VENDOR NAME:**

**ALL RESPONSES TO THIS REQUEST FOR BID MUST BE SUBMITTED WITH THIS FORM AND ALL PAGES MUST BE RETURNED TO THE BUYER LISTED ABOVE AT THE DISTRICT MAILING ADDRESS AS A SEALED BID. NO FAXES.**

## 1.0 General Information

This document constitutes an invitation for competitive, sealed bids for the procurement of ***ANSI/ISEA HI-VIS GREEN CLASS II COMPLAINT T-SHIRTS*** as set forth herein.

### **SCOPE OF WORK**

## 2.0 General Requirements

The contractor shall provide product on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
The contractor shall provide all deliverables to the sole satisfaction of MoDOT.
MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
MoDOT reserves the right to reject any or all bids and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

## 3.0 Specific Requirements

**All T-Shirts must be ANSI/ISEA 107-2010 Class II complaint for background material and an ANSI/ISEA 107-2010 Level II compliant for reflective material.**

### **HEAVY WEIGHT SHORT SLEEVE T-SHIRT WITH POCKET**

CERTIFICATION: ANSI 107-2010 Class II Compliant
FABRIC: 100% polyester treated with hydrowick (or equivalent) and of high visibility lime green color
REFLECTIVE MATERIAL: shall be a segmented transfer film or an equivalent. Preferred films are listed below. (Sewn on tape/film/material is not acceptable).
Airex home wash grade material.
3M 5510, or 5530
Fabric weight: preferred 6.3 oz. (variance of 6 oz. up to 6.6 oz.)
Hems, pocket and collar shall be double stitched.
Pocket Dimension: 4 ½" w x 5 ¼" t minimum dimensions. The pocket must be reinforced in the top left and right corners. Reflective material shall be applied over the pocket aligned with the reflective material on the body of the T-Shirt.
T-Shirt shall have a neck ribbing = 1 x 1 with a minimum of 2% elastane yarn (spandex or lycra).
T-Shirt shall be rated for 50 washings or higher.
T-Shirt must be available in sizes Small through 6X. (If small is not available due to inability to meet the ANSI 107-2010 certification that is acceptable).

## **LIGHT WEIGHT SHORT SLEEVE T-SHIRT WITH POCKET**

CERTIFICATION: ANSI 107-2010 Class II Complaint
FABRIC: 100% polyester wicking Birdseye, Breezelite II, Max-Dri or equivalent; and of high visibility lime green color.
REFLECTIVE MATERIAL: shall be a segmented transfer film or an equivalent. Preferred films are listed below. (Sewn on tape/film/material is not acceptable).
Airex home wash grade material.
3M 5510, or 5530
Fabric weight: preferred 3.8 oz. (variance of 3.6 oz. up to 4.0 oz. max).
Hems, pocket and collar shall be double stitched.
Pocket Dimension: 4 ½" x 5 ¼" t minimum dimensions. The pocket must be reinforced in the top left and right corners. Reflective material shall be applied over the pocket aligned with the reflective material on the body of the T-Shirt.
T-Shirt shall have a neck ribbing = 1 x 1 with a minimum of 2% elastane yarn (spandex or lycra).
T-Shirt shall be rated for 50 washing or higher.
T-Shirt must be available in sizes Small through 6X. (If small is not available due to inability to meet the ANSI 107-2010 certification that is acceptable).

## **LIGHT WEIGHT SLEEVELESS SHIRT WITH POCKET**

CERTIFICATION: ANSI 107-2010 Class II Compliant.
FABRIC: 100% POLYESTER WICKING Birdseye, Breezelite II, Max-Dri or equivalent; and of high visibility lime green color.
REFLECTIVE MATERIAL: shall be a segmented transfer film or an equivalent. Preferred films are listed below. (Sewn on tape/film/material is not acceptable).
Airex home wash grade material.
3M 5510, or 5530
Fabric weight: preferred 3.8 oz. (variance of 3.6 oz. up to 4.0 oz. max).
Hems, pocket and collar shall be double stitched.
Pocket Dimension: 4 ½" x 5 ¼" minimum dimensions. The pocket must be reinforced in the top left and right corners. Reflective material shall be applied over the pocket aligned with the reflective material on the body of the T-Shirt.
T-Shirt shall have a neck ribbing = 1 x 1 with a minimum of 2% elastane yarn (spandex or lycra).
T-Shirt shall be rated for 50 washings or higher.
T-Shirt should be available in sizes Small through 6X. (If small is not available due to inability to meet the ANSI 107-2010 certification that is acceptable).

### **SEE ATTACHED ILLUSTRATIONS**

**NOTE: The illustrated T-shirt dimensions are based on prior bids. The sleeveless T-shirt dimensions are estimated.**

**It is emphasized that all "neck sizes" not be a standard dimension from a size Small to 6X-Large T-Shirt but shall vary in accordance with the size of the T-shirt.**

**Also, in regard to the sleeveless shirt the arm hole dimensions should be fitted so as to maintain a professional appearance.**

# SHORT SLEEVE T-SHIRT

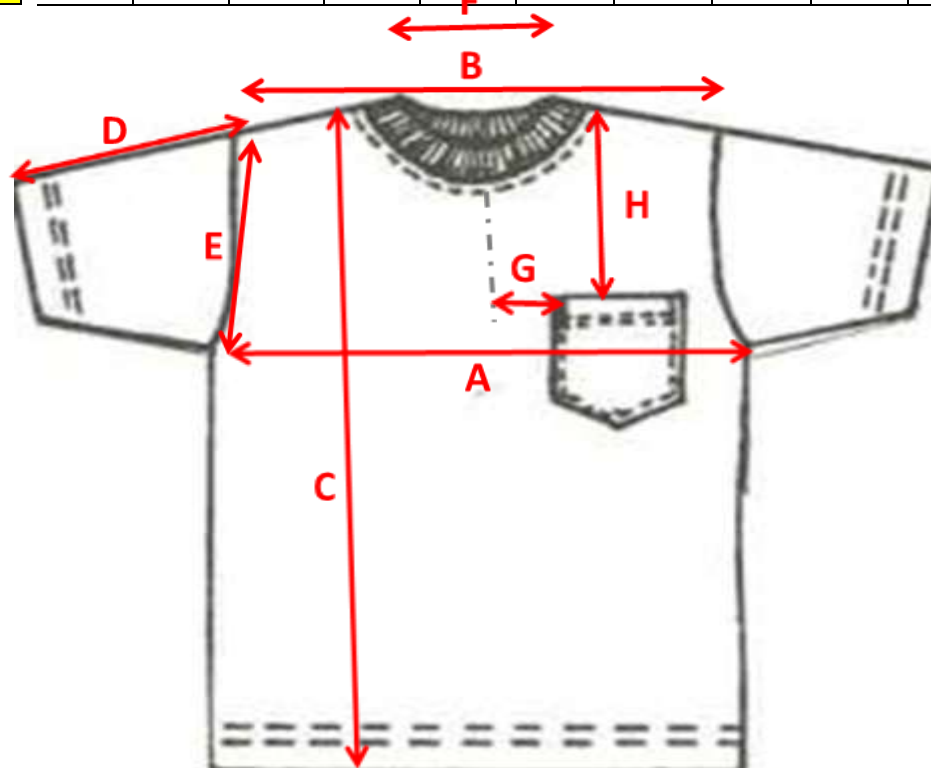
SHIRT DIMENSIONS		S	M	L	XL	2X	3X	4X	5X	6X	tolerance
WIDTH	A	18.0	20.0	22.0	24.0	26.0	28.0	30.0	32.0	34.0	+/- 1"
SHOULDER	B	16.5	18.5	20.5	22.5	24.5	26.5	28.5	30.5	32.5	+/- 1/2"
LENGTH	C	29.0	30.0	31.0	32.0	33.0	34.0	35.0	36.0	37.0	+/- 1"
BOTTOM HEM		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	+/- 1/4"
SLEEVE LENGTH	D	8.0	8.5	9.0	9.5	10.0	10.25	10.5	11.0	11.5	+/- 1/4"
SLEEVE HEM		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	+/- 1/4"
ARMHOLE STRAIGHT	E	8.50	9.25	10.25	11.25	12.25	12.75	13.25	13.75	14.25	+/- 1/2"
FRONT NECK DROP		3.750	3.875	4.000	4.125	4.250	4.375	4.500	4.625	4.750	+/- 1/4"
BACK NECK DROP		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	+/- 1/4"
SHOULDER DROP		1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	+/- 1/4"
COLLAR HEIGHT		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	+/- 1/4"
NECK SIZE	F	8.0	8.0	10.0	10.0	10.0	11.0	11.0	11.0	11.0	+/- 1/2"

CF= Center Front-an imaginary vertical line running down the center of the shirt.

High Point Shoulder-an imaginary vertical line from the point where the shoulder seam meets the collar to the bottom edge of the shirt.

HPS=

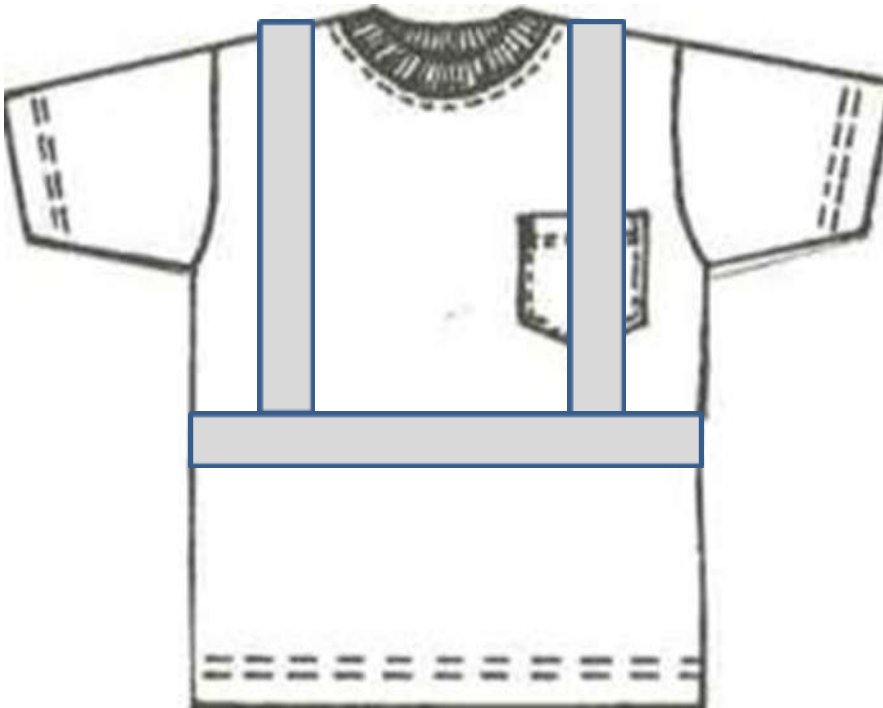
POCKET PLACEMENT		S	M	L	XL	2X	3X	4X	5X	6X	tolerance
From CF to left edge of pocket	G	2.25	2.5	2.75	3	3.5	4	4.25	4.5	4.75	+/- 1/4"
From HPS to top of pocket	H	8.375	8.825	9.375	9.825	10.63	10.83	11.13	11.63	11.83	+/- 1/4"



# SHORT SLEEVE T-SHIRT

REFLECTIVE  
TAPE  
PLACEMENT

FRONT



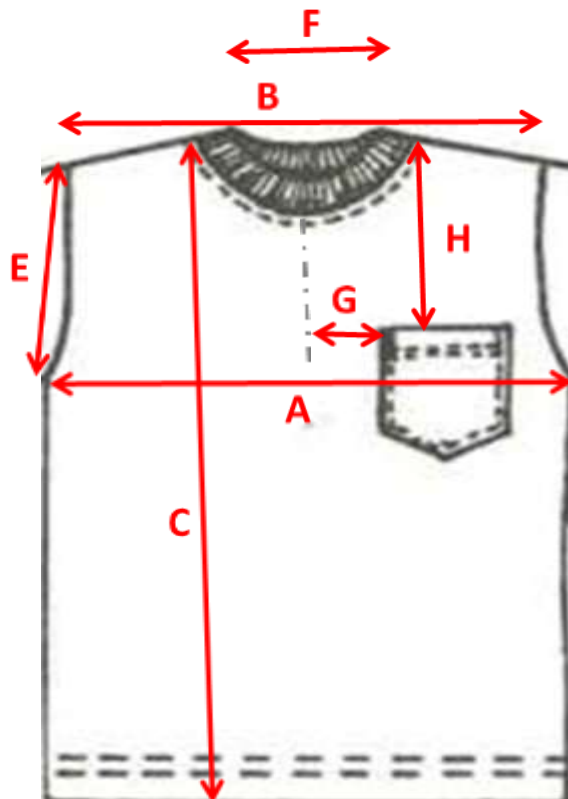
BACK



# SLEEVELESS T-SHIRT

SHIRT DIMENSIONS		S	M	L	XL	2X	3X	4X	5X	6X	tolerance
WIDTH	A	18.0	20.0	22.0	24.0	26.0	28.0	30.0	32.0	34.0	+/- 1"
SHOULDER	B	16.5	18.5	20.5	22.5	24.5	26.5	28.5	30.5	32.5	+/- 1/2"
LENGTH	C	29.0	30.0	31.0	32.0	33.0	34.0	35.0	36.0	37.0	+/- 1"
BOTTOM HEM		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	+/- 1/4"
ARMHOLE STRAIGHT	E	7.00	7.50	8.00	8.50	9.00	9.50	10.00	10.50	11.00	+/- 1/2"
ARMHOLE HEM		0.625	0.625	0.625	0.625	0.625	0.625	0.625	0.625	0.625	+/- 1/4"
FRONT NECK DROP		3.750	3.875	4.000	4.125	4.250	4.375	4.500	4.625	4.750	+/- 1/4"
BACK NECK DROP		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	+/- 1/4"
SHOULDER DROP		1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	+/- 1/4"
COLLAR HEIGHT		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	+/- 1/4"
NECK SIZE	F	8.0	8.0	10.0	10.0	10.0	11.0	11.0	11.0	11.0	+/- 1/2"

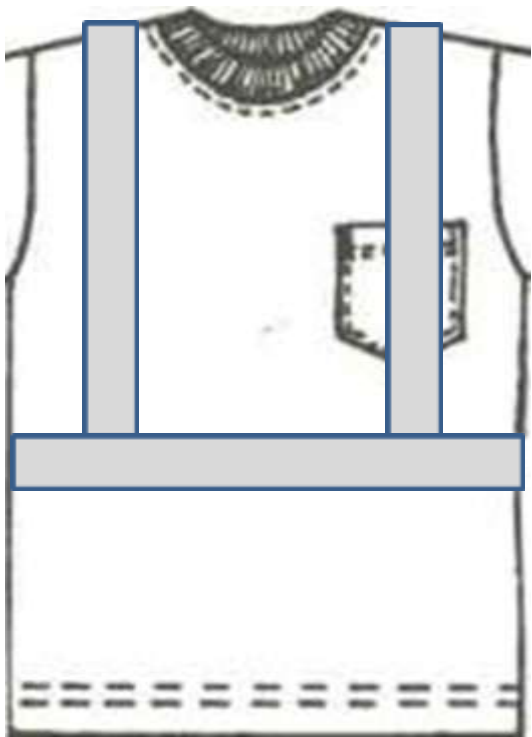
POCKET PLACEMENT		S	M	L	XL	2X	3X	4X	5X	6X	tolerance
From CF to left edge of pocket	G	2.25	2.5	2.75	3	3.5	4	4.25	4.5	4.75	+/- 1/4"
From HPS to top of pocket	H	8.375	8.825	9.375	9.825	10.63	10.83	11.13	11.63	11.83	+/- 1/4"



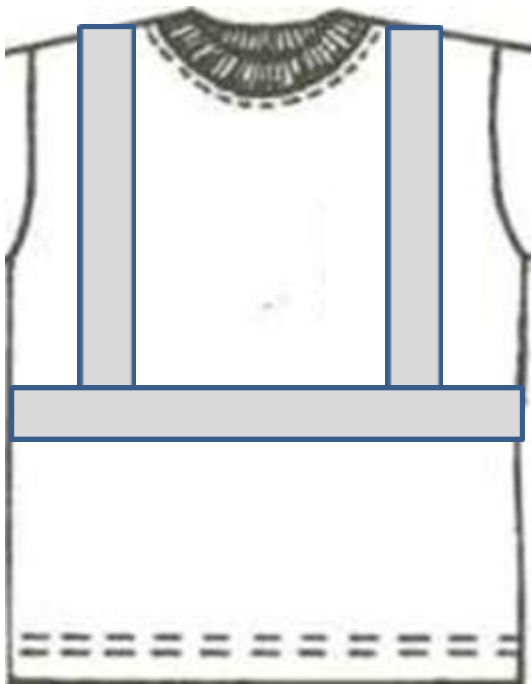
# SLEEVELESS T-SHIRT

REFLECTIVE  
TAPE  
PLACEMENT

FRONT



BACK



#### 4.0 Employee Options

Employees may also decide to purchase their own personal Hi-Vis apparel meeting the safety specifications stated herein. Some examples of items the employees may wish to purchase on their own include: long sleeve T-Shirts, short sleeve polo's, hooded pullovers, etc. Please include an attachment of items, along with the price of the items your company can provide our employees. (This is an Employee expense, MoDOT will not be paying any of this amount).

#### 5.0 Estimated Quantities

It is estimated we have approximately 500 employees eligible to wear the Hi-Vis T-Shirt, so our total estimated initial order quantity would be approximately 3,700 T-Shirts. After the initial order, MoDOT will be purchasing T-Shirts on an as needed basis in order to keep adequate stock levels for our employees.

It is estimated most of the shirt sizes will be between L- 2XL, however, we will need some sizes outside this range as well.

#### 6.0 Package Instructions

All T-Shirts must be individually wrapped with a size indication on each bag.

All boxes must be labeled with the quantity and size of T-Shirts included in it.

The boxes should contain T-Shirts of all one size when it is feasible. It is acceptable to ship a box of mixed sizes, when order quantities do not meet the necessary quantity for boxing individual sizes

#### 7.0 Delivery Requirements

The following delivery requirements shall apply:

Freight costs must be included in the unit price bid and not listed as a separate line item.

All T-Shirts from the original order **MUST** arrive within 20 days After Receipt of Order (ARO).

### **BID SUBMISSION**

#### 8.0 Bid Submission Information

**SAMPLE** – Samples must be submitted with the bid documents. Samples must be for the exact material, quality, workmanship, style, and color of the garment proposed to be furnished. Failure to comply with this requirement will eliminate your bid from further consideration. **The following samples must be submitted with your bid document in order to be considered responsive:**

Three (3) Hi-Vis Green Short Sleeve T-Shirts in the following sizes  
(DO NOT SUBMIT ALL THREE IN THE SAME SIZE),  
(1) Large, (2) X-Large, (3) 2X-Large

**The Certification from independent lab identifying the T-Shirt as meeting the ANSI/ISEA 107-2010 Class II Complaint for background material and Level II Compliant for reflectivity material MUST be submitted along with your (3) samples and bid documents.**

The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.



## **9.0 Other Contractual Requirements**

### Contract Period

The contract shall commence from the date of Notice to Proceed until May 31, 2015 with up to two (2) one-year renewal option periods, 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.

### 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.

### Escalation Clause

In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

No price increase shall be granted during the first 6 months of the original contract period, or if applicable, first 6 months of a contract renewal period.

In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

### Inspection and Acceptance

MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

### Contract Award

Award of the bid will be determined by the low, responsive bidder who is providing the product as specified. MoDOT will determine if the submitted T-shirt samples meet the published specifications. Only those vendors whose samples have been approved by MoDOT will be considered for possible award of the contract. The Guaranteed Delivery Time will also be considered. The decision will be deemed in the best interest of MoDOT.

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.

### **PRICING PAGE**

The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables in accordance with the provisions and requirements of this RFB. **All costs** associated with providing the required deliverables shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.

#### **COMMODITY DESCRIPTION: ANSI/ISEA HI-VIS GREEN CLASS II COMPLAINT T-SHIRTS**

ITEM #	SIZES	SHORT-SLEEVE SUMMER	UNIT PRICE	SLEEVELESS SUMMER	UNIT PRICE	HEAVY WINTER	UNIT PRICE
		QTY		QTY		QTY	
001	SMALL	12	\$	12	\$	12	\$
002	MEDIUM	30	\$	48	\$	18	\$
003	LARGE	312	\$	222	\$	108	\$
004	X-LARGE	660	\$	618	\$	222	\$
005	2X-LARGE	528	\$	318	\$	108	\$
006	3X-LARGE	168	\$	102	\$	24	\$
007	4X-LARGE	84	\$	30	\$	36	\$
008	5X-LARGE	24	\$	12	\$	12	\$
009	6X-LARGE	1	\$	1	\$	1	\$
(#009 QTY FOR PRICE COMPARISON ONLY)		TOTAL	\$	TOTAL	\$	TOTAL	\$
<b>TOTAL ORDER EXTENSION</b>							\$
<b>GUARANTEED ARO DELIVERY DATE</b>							

**EMPLOYEE PURCHASES:** Please attach a sheet which include additional Hi-Vis items MoDOT employees may purchase on their own for personal use along with the price of each item.

#### **Renewal Periods**

The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

\_\_\_\_\_  
Name of the Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

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

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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.

<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

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

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/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 (6<sup>TH</sup>) 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.