

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
1320 CREEK TRAIL DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

| | | | |
|-------------|-------------------|--------------|----|
| REQUEST NO. | 1-100209FR | | |
| DATE | December 29, 2009 | | |
| PAGE NO. | 1 | NO. OF PAGES | 12 |

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

2:00 P.M. C.S.T, FEBRUARY 9, 2010

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered

JEFFERSON CITY, MISSOURI

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Frankie J. Ryan

BUYER TELEPHONE: 573-522-9481

| SUPPLIES OR SERVICES | | | | | |
|---|--|--|--|--|--|
| <p>Contract for furnishing “Safety Vests and Trousers” for a contract period beginning March 1, 2010 through February 28, 2011.</p> <p>PLEASE SEE ATTACHED SPECIFICATIONS AND PRICING PAGE</p> <p>NOTE: The quantity shown is an estimated requirement for the period specified. The Missouri Department of Transportation reserves the right to increase or decrease quantities as needed. Orders will be placed as needed.</p> <p>VENDOR NOTE: Prior to any contract issuance, the Bidder must be in compliance with the laws regarding conducting business in the State of Missouri.</p> | | | | | |

(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 quoted within THIRTY (30) calendar days after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

List all agencies your firm is currently certified with. _____

Form E-103 (Rev. 11-04)

BID SUBMITTAL:

Your written bid must be mailed in **a sealed** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of:

Ms. Frankie J. Ryan
Missouri Department of Transportation
General Services - Procurement
1320 Creek Trail Drive; P.O. Box 270
Jefferson City, MO 65102

All documents must be sealed and the outermost wrapping should be clearly marked "Bid for Safety Vests and Trousers".

SPECIFICATIONS AND PREAPPROVAL OF PRODUCTS:

All bidders should carefully review the safety vest/trouser specifications detailed in this solicitation. Also, all bidders need to carefully review the information regarding the preapproval of vests and trousers.

AWARD:

For the purpose of this bid, items will be awarded on an "ALL or NONE" basis.

DELIVERY:

All deliveries shall be F.O.B. Missouri Department of Transportation, Jefferson City, Missouri, within 30 calendar days upon receipt of order. ***For special orders***, the purchase order will indicate the shipping address. Please refer to the Pricing Page for anticipated special order sizes.

RFB TIME LINE:

| ACTIVITY | DATE AND TIME: |
|---|--|
| Issue Bid Documents: | Monday, December 29, 2009, C.S.T. |
| Samples Submittal Date: | Friday, January 22, 2010; on or before 2:00 pm, C.S.T |
| Anticipated Addendum Listing Approved Vests/Trousers: | Monday, January 25, 2010; on or before 3:30 pm, C.S.T. |
| Date Bids are Due to MoDOT: | Tuesday, February 9, 2010, on or before 2:00 pm, C.S.T. |

NOTE: The bidders may choose to submit their prices, in a sealed envelope as noted above, at the same time they are submitting samples for MoDOT’s review. If submitting the pricing with the samples, **please ensure the pricing envelope is sealed separately from the samples.**

INVOICING AND PAYMENT REQUIREMENTS:

The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

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.

Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

NON-EXCLUSIVITY:

The Missouri Department of Transportation (MoDOT) reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed in the best interest of MoDOT.

CONTRACT PRICE ESCALATION:

In the event the contractor requests a price increase during the contract period (original contract period or 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.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

CONTRACT PERIOD:

This contract shall commence March 1, 2010 through February 28, 2011 and include up to three (3) one-year renewal option periods. If the option for renewal is exercised by the Missouri Highway and Transportation Commission (MHTC), the successful bidder shall agree to all terms and conditions of this IFB and all subsequent amendments. Renewal options are at the sole discretion of the MHTC. 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.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the FOUR (4) attachments noted below must be signed and submitted to this office prior to any contract being awarded for this bid:

- 1. “Preference in Purchasing Products”
- 2. “Missouri Domestic Product Procurement Act”
- 3. “Missouri Service-Disabled Veteran Business Preference”
- 4. “Cooperative Agreement Notice”

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MoDOT Safety Vest/Trouser Specifications

The following specifications outlined below are to establish a term contract for “Safety Vests & Trousers”.

GENERAL REQUIREMENTS FOR VESTS AND TROUSERS:

1. **VESTS:** For the purposes of this bid, MoDOT has determined that the following product meets the requirements for safety and fit for vests. This product will be used as minimum specifications for any vests deemed acceptable by MoDOT:
 - a. **Vest:** Ergodyne GloWear 8240 HL, Class 2 Expandable Vest, Hi-Vis Lime Green.
 - b. **Zippered vest closures will not be considered acceptable by MoDOT.**
 - c. For the purposes of this bid, MoDOT will accept vests that have sizes combined (i.e. S/M, L/XL, etc) so long as the vests meet the required size measurements noted in this bid and allows for adequate adjustments so as to provide a proper fit.
(Paragraph “c.” added per Addendum 001, issued 12/30/09)
2. **TROUSERS:** **Materials used to construct trousers shall comply with all ANSI 107 - 2004** (i.e. high visibility background material and retro-reflective material/performance). **When vest and trousers are worn together, the ensemble shall meet ANSI 107 - 2004 Standards for a Class 3 ensemble. See specifications below for additional trouser details.**
3. The safety vest/trousers ***shall show careful workmanship*** and shall be free from ragged edges, surface blemishes, loose stitches, uneven seams or other defects, which could make them unsuitable for the intended use.
4. The safety vest offered by the bidder shall be equal to or better than (as determined by MoDOT) in color, material type, reflective material usage, construction, configuration and garment labeling as the Ergodyne vest product noted above.
5. The **safety vests** shall be available in the following sizes: Small, Medium, Large, X-Large, 2X-Large, 3X-Large, 4X-Large and larger, and meet the required size measurements noted for the Ergodyne vest specified in this bid and allow for adequate adjustments so as to provide a proper fit. **NOTE ON SIZING CHART:** All bids submitted on non-Ergodyne vests should include the proposed sizing chart for the proposed vests.
6. The **safety trousers** shall be available in the following sizes: ***Small, Medium, Large, X-Large, 2X-Large, 3X-Large, 4X-Large and 5X-Large.*** **Note:** ***For the purposes of this bid, MoDOT will accept trousers in the individual sizes as stated above or trousers that have sizes combined (i.e. S/M, L/XL, etc) so long as the trousers meet the required size measurements noted in this bid and allows for adequate adjustments so as to provide a proper fit.*** **NOTE ON SIZING CHART:** All bids submitted should include the proposed sizing chart for the proposed trousers.
7. As per ANSI 107-2004, safety trouser labels shall include, but not limited to, the following information: manufacturer identification, size, washing and drying instruction, and where applicable, the garment class, and level of retro reflective material (i.e. Class 2, Level 2).

TROUSER SPECIFICATIONS:

Trousers shall be Class E garments made using the same fluorescent (high visibility) yellow (lime) mesh material and Fluorescent Silver 3M Scotchlite™ tape. When trousers are worn with the specified Class 2 vest, the ensemble (both vest and trousers) shall create an ANSI 107 – 2004 Class 3 approved suit.

Trousers shall have the following features:

- One (1) right hip back pocket approximately 7-1/2" x 6-1/2" placed on the back of the trousers.
- Front fly closure will consist of two (2) high visibility yellow (lime) hook and loop closures and two (2) non-conductive plastic take up snaps on the front waist band that will allow an adjustable waist band. Snaps on the waistband shall be placed approximately 2" apart so as to allow adjustments as defined by the trouser-sizing chart listed below.
- Two (2) eight inch (8") slash pockets for easy access to work clothing.
- Leg openings/cuffs will be produced using high quality elastic or a hook and loop tab closure for easy on and off. **NOTE:** The elastic used in the leg openings shall have enough elasticity to allow end users to slide work boots easily through leg openings and then draw back so as to allow a snug fit around the lower leg.
- Retro reflective vinyl tape as specified above shall consist of two (2) 2 inch X 24 inch horizontal stripes placed around each lower leg in a manner so as to allow no less than 2" between each stripe.

Trouser Sizes:

| SIZES: | WAIST SIZE (in inches) | LENGTH (in inches) |
|---------------|-----------------------------------|-------------------------------|
| SM – MED | 24" – 30" | 42" |
| LG – XL | 32" – 40" | 43" |
| 2XL – 3XL | 42" – 50" | 45" |
| 4XL – 5XL | 52" – 60" | 46" |

NOTE: The waist size is taken from the two snap positions of the closures. The lengths shown are from the top of the waistband to the elastic leg openings.

PACKAGING:

Safety vests and trousers shall be packaged either as individually wrapped items or flat packing as noted below. In either case, each box shall contain no more than 25 items, with only one size per box, with no mixing of vests and trousers in the box, or mixing of packaging techniques in the box. **Special order items** will also be packaged as noted in this section. There may be less than 25 items in a special order box, but not more than 25 items in a special order box.

Flat Packing: Vest and trousers shall be packaged flat with no folds or bends to avoid damage to product. Proper packing material shall be used between vests and trousers to avoid the potential for material being stuck together. Safety vests and trousers to be shipped in sturdy cardboard boxes and labeled as to the contents, size and quantity. Quantity per case will be no more than 25 items for vests or pants.

Individually Wrapped: Vest and trousers shall be individually wrapped in clear bags/wrapping, folded as to minimize bends to avoid damage to product. Proper packing material shall be used between the folds of the items to avoid the potential for safety vests and trousers material being stuck together. Safety vests and trousers to be shipped in sturdy cardboard boxes and labeled as to the contents, size and quantity. Quantity per case will be no more than 25 items per case.

PRE-APPROVAL OF VEST/TROUSER PRODUCTS

For the purposes of this solicitation, all bidders shall provide the following samples to MoDOT to review and/or test for adherence to the specified vest product or trouser specifications listed in this solicitation. **Samples shall be provided to MoDOT at no charge, will become the property of MoDOT, and will not be returned.** ***NOTE:*** If the bidder intends to offer MoDOT the Ergodyne vest, the bidder ***will not*** need to submit a vest sample for review.

Upon the completion of MoDOT's review and/or testing of the submitted samples, an addendum will be issued notifying all interested parties of the vest/trousers submitted that have passed the review and/or testing, and will thereafter be considered as pre-approved. MoDOT will only accept bids for the pre-approved vests/trousers as noted in the addendum.

Timeline for Submittal of Samples.

The bidders shall submit their samples to the MoDOT buyer of record, at the same address as noted above for receipt of bids, on the date and/or time as specified herein on the RFB Time Line table published herein.

Number of Samples to Submit:

Vests: Submit one (1) vest in each of the sizes: **FOR COMBINED SIZES** submit a) Medium/Large and b) X-Large/2X-Large, for a total of two (2) vests. **FOR INDIVIDUAL SIZES** submit a) Medium and b) X-Large, for a total of two (2) vests. **(Added per Addendum 001, issued 12/30/09).** Vests must be equal to or better than (as determined by MoDOT) the Ergodyne vest product specified herein. *Also to be submitted by the bidder is a **technical specification sheet** for constructing vests in the 3XL and larger sizes* Failure to provide the requested samples and technical specification sheet will result in the bidder being unable to submit a bid for offering these products to MoDOT.

Trousers: Submit one (1) pair of trousers in each of the sizes a) Small, b) Large, and c) X-Large, for a total of three (3) pairs of trousers. Trousers must be equal to or better than (as determined by MoDOT) the specifications noted in these solicitation documents for safety trousers. *Also to be submitted by the bidder is a **technical specification sheet** for constructing trousers in sizes larger than 5-XL.* Failure to provide the requested samples and technical specification sheet will result in the bidder being unable to submit a bid for offering these products to MoDOT.

INDEPENDENT LAB TESTING

For the purposes of this bid, MoDOT requires that each bidder provide a copy of the following independent lab tests/certification (3rd party) performed to certify that the materials used to produce the safety vest and trouser truly meet the ANSI 107 – 2004 safety standards. Cost(s) of such tests will be the responsibility of the vendor. Lab reports shall be submitted for the following areas:

1. Certification of the Hi-Vis lime green background material.
2. Certification of the 2" wide silver 3M Scotchlite™ tape.

NOTE: The above testing results shall include all test results/data that prove the materials used in construction meet the ANSI 107 – 2004 safety standard. Result data should include but not limited to the following: Color fastness, tensile strength, bursting strength, etc.)

For the purposes of this bid, MoDOT reserves the right to request additional testing, in accordance with the ANSI 107 – 2004, of any bidder submitting a bid or during the contract term of the successful bidder. Any subsequent testing will be at the successful bidder's expense.

ESTIMATED QUANTITIES:

The quantities shown on the pricing page are estimated requirements for the period specified. MoDOT reserves the right to increase or decrease quantities as needed.

LIQUIDATED DAMAGES:

The bidder represents he/she has the resources and capacity to produce the safety vests and trousers as outlined in this IFB and *guarantees that deliveries will be made within 30 days upon receipt of order.*

In the event the successful contractor fails to deliver the product(s) within the specified delivery window, MoDOT reserves the right to collect liquidated damages. In order to determine the amount of liquidated damages, the following “Deduction Rate Table” will be used to access damages:

| # of Calendar Days Order Is Delayed (Beyond the 30 Day Delivery Window): | % Reduction of Unit Cost Per Vest/Trouser: |
|---|---|
| 1 –10 | 5% |
| 11-20 | 10% |
| 21 – 30 | 20% |
| 31 Days Plus | 25% |

It is therefore agreed that said amounts/percentage reductions will be withheld from payments due the contractor or otherwise collected from the contractor as liquidated damages. NOTE: The following holidays will not be included in the accessed days:

- New Year’s Day*
- Martin Luther King, Jr. Day*
- Lincoln Day*
- Washington’s Birthday*
- Truman Day (Observed)*
- Memorial Day*
- Independence Day (Observed)*
- Labor Day*
- Columbus Day*
- Veterans Day*
- Thanksgiving Day*
- Christmas Day (Observed)*

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SAFETY VEST & TROUSER PRICING PAGE

(1 page with 17 items)

Please quote the following items according to the specifications outlined herein. **If bidding on combined sizes, please indicate that in the pricing table. (Added per Addendum 001, issued 12/30/09)**

SAFETY VESTS

| ITEM # | SIZE: | MANUF/ MODEL # | UNIT OF ISSUE: | EST QTY | UNIT COST: | EXT. COST: |
|--------|----------|----------------|----------------|-------------------|--------------|------------|
| 1 | Small | | EACH | Special Order (1) | | |
| 2 | Medium | | EACH | 1,000 | | |
| 3 | Large | | EACH | 3,500 | | |
| 4 | X-Large | | EACH | 4,500 | | |
| 5 | 2X-Large | | EACH | 3,000 | | |
| 6 | 3X-Large | | EACH | 1,000 | | |
| 7 | 4X-Large | | EACH | 500 | | |
| 8 | 5XL-up | | EACH | Special Order (1) | | |
| | | | | | TOTAL | \$ |

Number of safety vests per case: _____ (no more than 25 per case)

SAFETY TROUSERS

| ITEM | SIZE | MANUF/ MODEL # | UNIT OF ISSUE | EST QTY | UNIT COST | EXT. COST |
|------|-----------|----------------|---------------|-------------------|---------------|-----------|
| 9 | SM | | EACH | 25 | | |
| 10 | MED | | EACH | 100 | | |
| 11 | LG | | EACH | 400 | | |
| 12 | XL | | EACH | 600 | | |
| 13 | 2-XL | | EACH | 500 | | |
| 14 | 3-XL | | EACH | 200 | | |
| 15 | 4-XL | | EACH | 50 | | |
| 16 | 5-XL | | EACH | 25 | | |
| 17 | 6-XL & up | | EACH | Special Order (1) | | |
| | | | | | TOTAL: | \$ |

NOTE: For the purposes of this bid, *the minimum order* for trousers will be one (1) pair (EACH).

RENEWAL PERIOD: The bidder shall provide below the maximum percentage of increase or minimum percentage of decrease for the renewal period. The percentage shall be computed against the **current contract price** during the renewal period. **If renewal percentage is not provided**, the prices during renewal period shall be the same as during the current contract period.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

3rd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated:

FOR OTHERS:

State of domicile:

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

| n (or item number) | Location Where Item Manufactured or Produced |
|--------------------|--|
| | |
| | |
| | |

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Vendor Name: _____

Vendor Address: _____

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

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

COOPERATIVE AGREEMENT NOTICE

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

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

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Safety Vests and Trousers** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items 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 items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC 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 MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Executive Order

- a. 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when

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the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

- 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.