



Pete K. Rahn, Director

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## REQUEST FOR PROPOSALS

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**LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

**INTRODUCTION**

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish Service Awards to the Missouri Highways and Transportation Commission (MHTC). Three (3) copies plus the original for a total of four (4) of each proposal must be mailed in a sealed envelope to Missouri Department of Transportation, General Services – Procurement, Attn: Ms. Brenda Tyree, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Missouri Department of Transportation (MoDOT) at 1320 Creek Trail, Jefferson City, Missouri. Proposals must be returned no later than 2:00 p.m., March 3, 2010.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

**PROPOSAL**

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICING PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the items specified herein at the fees quoted, under the terms of this RFP.

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Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

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**ACCEPTANCE**

This proposal is accepted by MHTC.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Service Awards to MHTC and MoDOT.
- (B) **Background:** MoDOT operates under a decentralized organization with headquarters in Jefferson City and is governed by the MHTC, which is a six (6) member bi-partisan Commission appointed by the Governor. The Central Office provides staff assistance and functional control for the various departmental tasks in ten (10) geographical districts. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.

MoDOT employs approximately 6,300 full-time employees. About eighty percent (80%) of those employees work in the ten (10) districts with the remainder working in the various functional units of the General Headquarters. Approximately 1,300 of these employees are supervisors.

Service awards at MoDOT are presented to employees beginning at five years of service and thereafter in increments of 5 years up to 50 years of service. The awards are only given to benefit-eligible (75% - 100% FTE) employees. Awards are based on continuous years of service.

- (C) **Estimated Projection:** Below indicates years of service categories, dollar amount per category, and number of employees per category for 2010.

Years of Service Category	Dollar Amount per Category	Number of Employees per Category
5	\$10	293
10	\$20	285
15	\$30	216
20	\$50	154
25	\$75	207
30	\$100	14
35	\$125	15
40	\$150	5
45	\$200	0
50	\$250	0

- (D) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (E) **Contract Period:** April 1, 2010 through December 31, 2010.
- (F) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for four (4) one-year periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same

and apply during the extension period. The MHTC does not automatically exercise its renewal options based upon the maximum price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than the maximum price.

**SECTION (2):  
SCOPE OF WORK**

- (A) **Specific Requirements:** The Contractor shall provide Service Awards in accordance with the following requirements, and as specified elsewhere herein.
- (1) The Contractor shall insure all specified items have a physical description, color selection, size chart, and photo available for posting on MoDOT's website.
  - (2) The Contractor must have the capability of accepting an electronic file of orders placed by MoDOT.
  - (3) The Contractor shall provide MoDOT with the name of one (1) contact person, telephone number, e-mail address, and fax number.
  - (4) The Contractor must provide a substitution of equal or greater value if an item becomes unavailable. Such substitution must be pre-approved by MoDOT.
  - (5) The Contractor shall insure each item is neatly packaged with similar items grouped together, clean upon delivery, and not damaged (free from scratches, cracks, etc.).
  - (6) The Contractor shall insure all shipments contain an itemized shipping manifest.
  - (7) The Contractor shall insure each item includes a minimum of a one (1) year replacement warranty beginning from receipt by MoDOT. The replacement warranty shall state if an item breaks within the first year of receipt by MoDOT, the Contractor must replace, fix, or repair the item to good working order. Replacing or repairing an item should be completed within thirty (30) days of the item being returned to the Contractor. The Contractor shall pay all charges (shipping, handling, etc.) associated with replacing or repairing the damaged or broken item.
    - a. An exception shall be given to the Contractor in the event an item(s) has been damaged/broken due to being mishandled/abused by the recipient.
  - (8) MoDOT shall place all orders one (1) time per year. For the 2010 calendar year, such orders shall be placed no later than July 9, 2010.
  - (9) By no later than August 31<sup>st</sup>, the Contractor must deliver all items ordered by MoDOT to:

Missouri Department of Transportation  
830 MoDOT Drive  
Jefferson City, MO 65109

- (10) In the event the Contractor cannot provide an item for delivery by August 31<sup>st</sup>, the Contractor shall understand and agree that MoDOT shall deduct 2% from the invoice for each unavailable item.
- (11) The Contractor must supply a detailed invoice to MoDOT within thirty (30) days after receipt of all items received.
- a. The contractor's invoice should include description of item(s), size(s), quantities, price(s) and extended prices for payment.
- (B) **Specified Items per Category:** The Contractor must provide MoDOT with the specified items within the various service categories. The Contractor may suggest additional items for each of the various service categories.
- a. In the event the Contractor has additional suggestions for items, such items should target both professional (office) and field (maintenance) personnel.
- b. In the event the Contractor has additional suggestions for items, the contractor must provide samples of such items for review and consideration.
- c. The contractor must emboss, embroidery, screen, imprint, or stamp the MoDOT logo on each item. The MoDOT logo color shall depend on the color of the item.
- (1) **5 Year Service Category:**
- **T-Shirt** – 100% pre-shrunk, 6 oz. Cotton t-shirt, short sheet, unisex, double needle stitched neckline, shoulders, arm holes, cuffs and bottom hem. Shoulder to shoulder taping. Color: Metro Blue, Gildan brand. MoDOT logo must be embroidered in white.
  - **Travel Mug** – 16 oz. Stainless steel coffee mug with splash proof, thumb slide spill-proof lid, contoured soft rubber handle, double wall insulated and non-skid rubber bottom. Keeps liquids hot or cold. Approximate size is 3 ½ dia. X 6 ¼ h (excluding handle.) MoDOT logo Imprinted.
  - **12 Pack Cooler** – 600 denier soft side 12-pack cooler with zippered rear accessory pocket. Color: Navy with white MoDOT logo imprinted on front panel.
  - **Flashlight** – High intensity LED flashlight, 4 high powered LED bulbs, twist action, includes 3 AA batteries, MoDOT logo Imprinted.
  - **Multi Function Tool Kit** – Stainless Steel construction with 18 functions including multi function tool, driver adapter, driver bits and holster pack with belt loop. MoDOT logo Imprinted.
- (2) **10 Year Service Category:**
- **Denim Shirt** – Long sleeve denim shirt, button-down collar. Strong ringspun color, 100% cotton fabric in a hearty seven (7.0) oz. weight with wood tone buttons. Straight

collar, roomy back box pleat and long sleeves having adjustable cuffs. Men's shirts in light faded blue color. Ladies' shirts in dark denim blue color. MoDOT logo must be embroidered.

- **Traveler Deluxe Umbrella** – Double canopy, wood shaft, metal handle, fabric sleeve with shoulder strap. Color: Navy/khaki. MoDOT logo Imprinted.
- **Camping Chair** – Enamel coated frame, 900 denier nylon seat and arms, zippered carry bag, cup/drink holder, navy color, MoDOT logo Imprinted.
- **Classic Briefcase** - 600 denier nylon with leatherette accent, multiple pockets, padded interior PDA pocket, expanding body for increased capacity, adjustable shoulder strap. Color: Black. MoDOT logo Imprinted.
- **Reversible Blanket with Carry Case** – 50” x 70”, 260 gram brushed fleece, water-resistant, coated nylon backside, nylon zippered bag with handle. Color – Royal with gray case, MoDOT logo Imprinted.
- **Metal Water Bottle** - 18 oz. Stainless Steel super durable construction, sport cap for easy on the go drinking, opening wide enough for most ice cubes and cleaning brushes. Cap to be made of inert polypropylene, dishwasher safe, made of 100% recyclable stainless steel. MoDOT logo Imprinted.

(3) **15 Year Service Category:**

- **High Intensity LED Flashlight** – Large format push button design. 9 high-powered LED bulbs. Includes 3 D batteries. All aluminum construction. Color: Black. MoDOT logo Imprinted.
- **Timex Watch** – Analog movement, calendar display, white dial. Shock and water resistant, extended battery. Brown leather band. MoDOT logo on face.
- **Hooded Sweatshirt** – Hooded sweatshirt features 80% cotton and 20% polyester sweatshirt with heavyweight soft fleece. Handy hood has adjustable drawcord, front kangaroo pocket warms cold hands, garment washed for shrink resistance. Sizes S – 5 XL. Embroidered MoDOT logo.
- **Sports Duffle Bag** – 600 denier nylon with contrast trim, shoe and water bottle pockets, rubber bottom feet, adjustable shoulder strap, 20 ½” L x 10” W x 11” H, Color: Black with Royal trim. MoDOT logo Imprinted.
- **Polo Shirt - Ladies** – 60/40 Cotton/Polyester, moisture-wicking fabric, self-fabric collar, centerback yolk and even hem with side vents. Color – Pacific Blue. **Men's** - 60/40 Cotton/Polyester, moisture-wicking fabric, flat knit collar and cuffs, 3 button placket with pearl buttons, set-in sleeves, centerback yolk and even hem with side vents. Color – Navy. MoDOT logo embroidered on both styles.

(4) **20 Year Service Category:**

- **Fleece Jacket – Ladies** - 100% microfiber, anti-pull, polyester fleece, fitted self fabric collar, full zip front closure, Raglan hemmed long sleeves, front princess seams, straight bottom cover seam hem, locker loop on back. Color: Night Sky. Sizes S – 4XL. **Men's** - 100% microfiber, anti-pull, polyester fleece, contrast collar, full zip front closure, diagonal front zip pockets and chest pocket, set in sleeves. Adjustable

elastic cord bottom. Locker loop on the back. Color: Navy. Sizes S – 4XL. MoDOT logo embroidered on both styles.

- **Wireless Rain Gauge** – Receives data from remote wireless gauge. Displays accumulated rainfall and past 24 hours, transmitter self empties via tipping bucket. Transmission range 330 feet, open air, can be wall mount or free standing. MoDOT logo Imprinted.
- **Deluxe Bar-B-Q Tool Set** – Includes spatula, tongs, fork, cutting knife, and sauce brush, and grate cleaner brush. Generous utensil size. Elegant metal carrying case. MoDOT logo Imprinted.
- **5 Tray Food Dehydrator** – Dishwasher safe trays. Powerful heat coil, and convection air flow. MoDOT logo Imprinted.
- **Elements Jacket - Ladies** – Polyester/fleece lined, polyurethane jacket with hidden hood, full zip front, side panel contrast piping on seam pockets. Underarm vent grommets inside chest pocket, water repellant. Straight cuffs, open bottom with draw-cord. Color: Black. **Men's** - Polyester fleece lined, polyurethane jacket with hidden hood, full zip front, side panel contrast piping on seam pockets. Underarm vent grommets inside chest and cell phone pockets. Elastic cuffs, open bottom with draw-cord. Color: Blue/Pewter. MoDOT logo embroidered on both styles.

**(5) 25 Year Service Category:**

- **Canvas Jacket with Hood** – 12 ounce, 100% ring spun cotton duck is water repellent and has 100% polyester thermal lining for warmth. An attached hood and front hand warmer pockets provide extra protection against the elements. Zipper front. Roomy, work fit enhances range and motion. Machine washable. Color: Brown. Size S – 6XL. MoDOT logo is embroidered.
- **Outdoor Fire Bowl** – Satin finish fire bowl, scrolled steel legs, fine-mesh screen cover, built-in rainwater drain, with ash-guard, accommodates standard sized fire logs. MoDOT logo Imprinted.
- **Electric Cooking Grill** – 72” cooking surface with drip tray, 1” floating hinge lid, accommodates thick items. Non-stick, removable, dishwasher safe plates. Contemporary platinum finish. MoDOT logo Imprinted.
- **Premium 7-Piece Knife Block** – Paring, filet, bread, carving & chopping blades. Blade sharpener & meat shears. Manchurin ash handles & wood block base. MoDOT logo Imprinted.
- **Outdoor Turkey Fryer** – 30 quart aluminum pot with lid. Drain valve on front. Basket with drain hook. Wide handle lifting hook & thermometer. MoDOT logo Imprinted.

**(6) 30 Year Service Category:**

- **Pulsar Bracelet Style Watch – Ladies** – Stainless steel with black dial. Water resistant to 30 meters. **Men's** – Two toned with gray/blue dial. Luminous hands & markers. Stop watch up to 60 minutes. Water tested to 100 meters. MoDOT logo imprinted on both styles.

- **Binoculars 12x42** – 100 % waterproof and fogproof, multi coated optics, rubber armoring with textured grip pads, large center focus knob, easy adjustment, MoDOT logo imprinted.
- **DVD/VCR Dual Combo Player** – Plays these formats: DVD, CD, MP-3, VHS video tapes, S-video output, front a/v input jacks, 4 head VCR, remote control. MoDOT logo imprinted.
- **Gourmet Electric Smoker Grill** – Twin steel grates, up to 367 square inch cooking area. Hinged side door for easy access to inside contents, 1500 watt element with lava rock included. 18” diameter. MoDOT logo imprinted.
- **Kitchen CD Clock Radio** – Sleek modern under cabinet design, digital AM/FM tuner with 15 preset channels, CD player with CD-R/RW playback. Magnetic remote control. MoDOT logo imprinted.

**(7) 35 Year Service Category:**

- **Outdoor Work Outfit** - Canvas jacket with hood, thermal lined. Water repellent. 100% ring spun cotton duck – jacket & pants. Work pants have full seat & thigh and multiple pockets. Gloves feature cowhide leather palms. Color: Brown. MoDOT logo imprinted.
- **Compact Rotisserie & BBQ Oven** - Baskets & Glass Door, dishwasher safe, 3 way control settings. Cooks up to a 10 pound turkey. MoDOT logo imprinted
- **Seiko Watch – Mens’s and Ladies** - Two tone case with calendar/date. Lumabrite hands and markers. Water resistant up to 30 meters. Brown leather dress band. MoDOT logo imprinted.
- **Portable DVD Player w/7” Screen** – Rechargeable battery, AC adaptor, car power adaptor, AV output jacks, remote control, plays DVD, CD’s & JPG CD’s. Soft side case for automobile use. MoDOT logo imprinted.
- **Handheld GPS Unit** – 5.3 oz. Features: Belt Clip, 8MB Internal memory, LCD Display, Full basemap of North & South America. MoDOT logo imprinted.

**(8) 40 Year Service Category:**

- **10 piece Stainless Cookware Set** – Copper Bottom Finish. 3 covered sauce pans – 1 qt., 2 qt., & 3 qt.; Cover stockpot; 8” open skillet, and 10” nonstick skillet. MoDOT logo is imprinted.
- **Digital Camera** – 10.3 megapixels, 3X optical zoom, 5X digital zoom, SD/SDHC card slot, pictures available with 20 programmed scenes. 2.7” Color LCD screen, VGA video. MoDOT logo is imprinted.
- **Golf Cart Bags** - 14-way divider system & putter well, 10 pockets include insulated cooler pocket, valuables pocket & garment pocket, patented ACS (Anti-Crush System). Color: Black. MoDOT logo is imprinted.
- **Telescope with Motor Drive Reflector** - Large 114mm aperture for powerful light gathering, built-in motor drive for automatic object tracking, powerful yet easy to use, full-size adjustable tripod, handy accessory tray, 2 eyepieces (9mm and 20mm),

equatorial mount with slow motion controls, 1.25-inch focuser, 6x30 finderscope, 3-year warranty. MoDOT logo is imprinted.

- **Heritage Series Home Stereo System** - Beautiful High Gloss Wood Veneer Cabinetry, AM/FM Stereo Radio, Lighted Tuning Dial, Rotary-Tuning and Volume Controls, Rotary Control for Band and Function Selector, LED FM Stereo Indicator, Built-In, Full-size, 3-Speed, Belt-Driven Stereo Turntable, Slide Switch Speed Selection, Auto-Start, Auto-Stop, Auto Tone Arm Return, and Cue Control, Ceramic Cartridge with Jeweled Stylus, 45 RPM Adapter Included, Wide-Range 4" Speakers, Built-In AM and FM Antennas, Jacks Stereo Headphone Jack, Auxiliary/Line Output Jacks, Unit Size (W x D x H) 438 x 343 x 203 mm. MoDOT logo is imprinted.

**(9) 45 Year Service Category:**

- **Automotive GPS** – Voice prompted directions, 2.8" x 2.1" color LCD touchscreen, internal memory & SD Card Slot, street maps of United States, rechargeable lithium battery. MoDOT logo is imprinted.
- **Digital Camera & Printer Dock Bundle** – 8.2 megapixels, 3x optical zoom, SD card slot, USB connectivity software, pictures in 3 color modes, 16 programmed scenes, auto built-in flash, red-eye reduction, 16 MB memory, printer recharges camera batteries when not in use, photo prints up to 4" x 6", works with PC or Mac, USB connectivity. MoDOT logo is imprinted.
- **Binoculars 16 x 50** – Waterproof and fogproof, multi coated optics, Rubber armoring with polycarbonate body, wide angle optics. MoDOT logo is imprinted.
- **Climate Control Weather Globe** - Three precision weather instruments highlight the wood cube base of the Climate Control Weather Globe. A thermometer, barometer and hygrometer complete the package to this antique finish globe. Dimensions: Globe - 9". MoDOT logo is imprinted.
- **TV Trays with Holder** - Four TV tables with wooden tops and sturdy legs, Upright foldable storage stand, Walnut finish. Dimensions: 25.5" H x 23.6" W x 15.75" D. MoDOT logo is imprinted.

**(10) 50 Year Service Category:**

- **Pocket Watch with Chain** - Gold plated with diamonds, quartz movement, date window, glass and walnut display dome. MoDOT logo is engraved.
- **Outdoor BBQ Gas Grill** - Stainless steel control panel and hood, integrated igniter, secondary cooking/warming area, LP tank NOT included. Some assembly required. MoDOT logo is imprinted.
- **Men's/Ladies Watch** - Gold plated stainless steel. Sapphire crystal, water resistant 50 meters, date display. MoDOT logo is imprinted.
- **Automotive GPS** - Auto routing with text to speech directions. 3.8" x 2.8" color LCD touchscreen, internal memory and SD card slot, street maps of US and Canada, rechargeable lithium battery. MoDOT logo is imprinted.

- **Global Marble Mantle Clock** - This elegant timepiece is made of green marble with brass appointments. It allows you to reference every time zone with its deluxe world time movement. MoDOT logo is imprinted.

(C) **Administration of Program:** The Contractor shall consult MHTC's representative regarding any problems involved with the administration of the contract.

**SECTION (3):  
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award contract. These same contract provisions will appear in the post-award contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Beth Ring is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the General Services Director. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the General Services Unit throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror 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 MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

**(G) MBE/DBE/WBE Participation Encouraged:**

1. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the offeror. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

**(H) Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror 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.*).

**(I) Executive Order:** The Offeror 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 Offeror hereby certifies that any employee of the Offeror 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 Offeror 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 Offeror 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.

**(J) Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror 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.

**(K) Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (L) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (M) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (N) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (O) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (P) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (Q) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (R) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (S) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(T) **Indemnification:** 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.

**SECTION (4):  
PROPOSAL SUBMISSION INFORMATION**

**(A) SUBMISSION OF PROPOSALS**

1. **Pricing and Signature:** The Offeror’s proposal must include pricing and a signature, and be returned (with necessary attachments) to Ms. Brenda Tyree. Specifically, all forms containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror’s proposal must include all required information to be evaluated and considered for award. Failure to submit such information shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by an individual person(s) or organization(s). Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** The Offeror is hereby advised that any/all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Brenda Tyree, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65109, (573) 751-7482.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Cost Evaluation and Award -** The objective evaluation of cost shall be conducted based upon a total cost of all line items for the original contract period. Award of this proposal shall be made on an “All-or-None” basis. Therefore, the Offeror must submit pricing for all line items on the pricing page of this document to be considered responsive.
  - a. Utilizing the total cost determined from above, cost points shall be determined using a scale of 40 possible points and the following formula:  
$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 40 = \text{Cost score points}$$
  - b. Pricing for potential renewal periods shall not be included in the evaluation of cost.
2. **Sample Comparison Review -** The Offeror must provide samples of the following items being proposed by the Offeror with the submission of the proposal.
  - T-Shirt (5 Year Service Category, \$10)

- Denim Shirt (10 Year Service Category, \$20)
  - Watch (15 Year Service Category, \$30)
  - Element Jacket (20 Year Service Category, \$50)
  - Fleece Jacket (20 Year Service Category, \$50)
- a. The Offeror must provide a brochure containing a physical description, color selection, size chart, and photo of each specified item meeting minimum specifications specified elsewhere herein.
- The Offeror must not submit a company catalog for the information requested above. Submit the above referenced information for MoDOT specific items only.
  - If the Offeror's company has additional item suggestions, include them with submitted proposal, separate from specified items.
  - All items submitted by the Offeror must meet the minimum specifications specified herein to be considered responsive.
- b. MoDOT reserves the right to request samples of any item being proposed by the Offeror.

**3. Experience and Expertise** - The Offeror must provide, on Exhibit A (specified herein), the following information related to previous and current services/contracts performed by the Offeror's organization during the past three (3) years and any proposed subcontractors similar to the requirements of this document. The Offeror must include three (3) companies for reference check purposes.

- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- Dates of the service/contract;
- A brief, written description of the specific prior services performed and requirements thereof.

**4. Resolutions** - The Offeror must provide, on Exhibit B (specified herein), a description of resolutions they have encountered while doing business in the last three (3) years. Exhibit B should include information on the Offeror's ability to handle late orders, and returns and replacements for damaged items. The Offeror must include two (2) companies for reference check purposes.

**(C) EVALUATION CRITERIA AND PROCESS**

**1. Evaluation Factors:** Any agreement for services resulting from this document shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

- |    |                          |                 |
|----|--------------------------|-----------------|
| A. | Cost, Fees and Expenses  | 40 pts. Maximum |
| B. | Sample Comparison Review | 20 pts. Maximum |
| C. | Experience and Expertise | 30 pts. Maximum |
| D. | Resolutions              | 10 pts. Maximum |

**2. Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

**3. Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

**SECTION (5):  
PRICING PAGE**

(A) **Service Awards** - The Offeror shall provide firm, fixed prices in the table below for the original contract period and a maximum price for each potential renewal period for providing the deliverables in accordance with the provisions and requirements specified herein. All costs associated with providing the required deliverables (including shipping, handling, set up expenses, miscellaneous expenses, etc.) shall be included in the prices stated in the tables below.

<b>5 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>st</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
001	T-Shirt	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
002	Travel Mug	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
003	12 Pack Cooler	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
004	Flashlight	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
005	Multi Function Tool Kit	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
006	(Open for offeror's suggestions)	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
007	(Open for offeror's suggestions)	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each

<b>10 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
008	Denim Shirt	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
009	Traveler Deluxe Umbrella	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
010	Camping Chair	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
011	Classic Briefcase	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
012	Reversible Blanket with Carrying Case	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
013	Metal Water Bottle	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
014	<i>(Open for offeror's suggestions)</i>	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
015	<i>(Open for offeror's suggestions)</i>	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each

<b>15 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
016	High Intensity LED Flashlight	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
017	Timex Watch	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
018	Hooded Sweatshirt	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
019	Sports Duffle Bag	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each

020	Polo Shirt	\$ _____ <i>per each</i>				
021	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>				
022	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>				

<b>20 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
023	Fleece Jacket	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
024	Wireless Rain Gauge	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
025	Deluxe Bar-B-Q Tool Set	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
026	5 Tray Food Dehydrator	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
027	Elements Jacket	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
028	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
029	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

<b>25 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
030	Canvas Jacket with Hood	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

031	Outdoor Fire Bowl	\$ _____ <i>per each</i>				
032	Electric Cooking Grill	\$ _____ <i>per each</i>				
033	Premier 7-Piece Knife Block	\$ _____ <i>per each</i>				
034	Outdoor Turkey Fryer	\$ _____ <i>per each</i>				
035	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>				
036	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>				

<b><i>30 Year Service Category</i></b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
037	Pulsar Bracelet Style Watch	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
038	Binoculars 12x42	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
039	DVD/VCR Dual Combo Player	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
040	Gourmet Electric Smoker Grill	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
041	Kitchen CD Clock Radio	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
042	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
043	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

<b>35 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
044	Outdoor Work Outfit	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
045	Compact Rotisserie & BBQ oven	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
046	Seiko Watch	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
047	Portable DVD Player w/7" Screen	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
048	Handheld GPS Unit	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
049	<i>(Open for offeror's suggestions)</i>	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
050	<i>(Open for offeror's suggestions)</i>	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each

<b>40 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
051	10 piece Stainless Cookware Set	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
052	Digital Camera	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
053	Golf Cart Bags	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
054	Telescope with Motor Drive Reflector	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each
055	Heritage Series Home Stereo System	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each	\$_____ per each

056	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>				
057	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>				

<b>45 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
058	Automotive GPS	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
059	Digital Camera & Printer Dock Bundle	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
060	Binoculars 16x50	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
061	Climate Control Weather Globe	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
062	TV Trays with Holder	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
063	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
064	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

<b>50 Year Service Category</b>						
<b>Item #</b>	<b>Description (as specified elsewhere herein)</b>	<b>Original Contract Period, Firm, Fixed Price</b>	<b>1<sup>ST</sup> Renewal Period, Maximum Price</b>	<b>2<sup>nd</sup> Renewal Period, Maximum Price</b>	<b>3<sup>rd</sup> Renewal Period, Maximum Price</b>	<b>4<sup>th</sup> Renewal Period, Maximum Price</b>
065	Pocket Watch with Chain	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
066	Outdoor BBQ Gas Grill	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

067	Men's/Ladies Watch	\$ _____ <i>per each</i>				
068	Automotive GPS	\$ _____ <i>per each</i>				
069	Global Marble Mantle Clock	\$ _____ <i>per each</i>				
070	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>				
071	<i>(Open for offeror's suggestions)</i>	\$ _____ <i>per each</i>				

---

(Signature/Title)

(Date)



**EXHIBIT B**

**RESOLUTIONS OR FIRM'S PRIOR EXPERIENCE**

*(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)*

**PRIOR SERVICES PERFORMED FOR:**

AGENCY NAME \_\_\_\_\_

CONTACT  
PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: \_\_\_\_\_  
\_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

SUMMARY OF RESOLUTIONS *(include handling of late orders, returns, replacements, etc):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**

**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
Title of Person Signing

of \_\_\_\_\_

\_\_\_\_\_  
Name of Offeror

and that all statements made and facts set out in the proposal for the above project are true and correct; and that the offeror (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such proposal or any contract which may result from its acceptance.

Affiant further certifies that offeror is not financially interested in, or financially affiliated with, any other offeror for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**EXHIBIT D**

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

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

Proposals received will be evaluated on the basis of this legislation.

**All vendors submitting a proposal 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 #:** \_\_\_\_\_

**EXHIBIT E**

**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

The offeror’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 proposal 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 proposal will cause the State to presume the manufactured goods or products listed in the proposal are not manufactured or produced in the United States, and the proposal 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 proposal which the offeror 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 proposal 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 proposal which the offeror 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.

Item (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 proposal, the offeror 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 offeror’s qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

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

**EXHIBIT F**

**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 proposals, 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 a 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