

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	1-080811AB		
DATE	July 30, 2008		
PAGE NO.	1	NO. OF PAGES	66

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

**2:00 PM, LOCAL TIME, AUGUST 11, 2008**

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, MO

SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

**BUYER: AMY BAILEY**

**BUYER TELEPHONE: 573-522-6188**

**SUPPLIES OR SERVICES**

Contract for furnishing **“Custom Manufactured Investigator Uniforms”**.

The contract shall commence from the date of award until July 31, 2008 with up to four (4) one-year renewal option periods.

**PLEASE SEE ATTACHED FOR ADDITIONAL INFORMATION, SPECIFICATIONS AND PRICING PAGE**

**Note to Respondent:** A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors **MUST** submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement **MUST** submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above request 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: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

Fax No.: \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

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 AND CLARIFICATION OF REQUIREMENTS:**

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. Amy Bailey  
Missouri Department of Transportation  
General Services - Procurement  
830 MoDOT Drive; P.O. Box 270  
Jefferson City, MO 65102  
PHONE: 573-522-6188

All documents must be sealed and the outermost wrapping should be clearly marked Bid for “**Custom Manufactured Investigator Uniforms**”. No award will be made at this time until final review of all documents is complete.

Any and all questions regarding specifications, requirements competitive procurement process, or other questions must be directed to Amy Bailey no later than 2:00 p.m., CDT, August 8, 2008.

The bidder should submit the samples with the bid, but if samples are not sent with the bid, the bidder must submit the samples within five (5) working days of the request of the Buyer, to the address shown above. The samples shall be the actual item being offered on the pricing page. The samples shall be submitted at the bidder’s expense, including all delivery charges at no additional cost to MoDOT. If the samples are not submitted, the bid shall be disqualified.

The samples should be clearly tagged with the bidder’s company name, bid number and item name/description.

Samples will be returned upon the request at the expense of the bidder.

**SCOPE OF WORK:**

The intent of this contract is designed to establish a contractual agreement with one supplier of custom manufactured investigator uniforms for our Motor Carrier Services unit. They will have an enhanced fit on an as needed, if needed basis, for all uniformed personnel of the Missouri Department of Transportation, Motor Carrier Services unit (hereinafter referred to as the state agency) in accordance with the requirements and provisions stated herein.

**BACKGROUND:**

The Missouri Department of Transportation, Motor Carrier Services unit has several uniformed employees within their division as identified below:

- Safety & Compliance Enforcement Investigators – 40 investigators on staff
- Safety & Compliance Specialists - 4 specialists on staff
- Safety & Compliance Managers – 3 managers on staff
- Safety & Compliance Administrator – 1 administrator on staff
- Motor Carrier Services Support Staff – 44 employees on staff
- Motor Carrier Services Supervisors – 5 supervisors on staff
- Motor Carrier Services Coordinators – 2 coordinators on staff
- Motor Carrier Services Assistant Director – 1 assistant director on staff
- Motor Carrier Services Director – 1 director on staff
- Additional personnel – additional employees could be added to due newly created positions

**CONTRACT PERIOD:**

Contract Period - The contract shall commence from the date of award until July 31, 2009 with up to four (4) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT. Upon award of the contract, the contractor shall work with MoDOT to ensure an orderly implementation of services and responsibilities under the contract and to ensure the continuity of those services required by MoDOT.

**PRICES AND QUANTITIES:**

All prices shall be as indicated on the Pricing Page. Prices must remain firm for the entire contract period stated herein. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. All prices shall include all uniform construction, insignia attachments, packing handling, shipping and freight charges *FOB Destination, Freight Prepaid and Allowed*. MoDOT shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid submittal or as otherwise specifically stated and allowed by the bid.

The quantities indicated in this Request for Bid are estimated that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. MoDOT reserves the right to increase or decrease quantities as needed. MoDOT may place single quantity orders when acquiring new personnel. (1-5, 5-10, and etc.)

**TRANSITION:**

Upon expiration, termination, or cancellation of the contract, the contractor shall assist MoDOT to ensure and orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by MoDOT, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendation, or printing elements, etc., which were required to be produced under the terms of the contract to MoDOT or the MoDOT's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to MoDOT.
- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price no to exceed those prices set for in the contract.
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by MoDOT in order to ensure the completion of such service prior to the expiration of the contract.

## **SPECIFIC CONTRACTOR REQUIREMENTS**

### **General:**

The contractor shall provide both customized and stock uniforms as further stated this in contract. The contractor shall provide investigators uniforms that shall consist of custom uniforms manufactured to the specifications approved in this bid. The contractor shall also provide enhancements designed for females. The contractor shall provide seamstress features when needed by both male and females. The contractor shall also provide uniforms for all other uniformed personnel that shall consist of stock sizes and patterns for shirts currently produced or accessible to the contractor. The contractor shall provide samples for both the male and female to try on.

### **Measurements:**

The contractor shall ensure, as close as practical within these provisions, a proper fit for all employees by use of measuring, or fitting system. It is the responsibility of a contractor to collect and retain the measurements of each employee. These measurements shall be forwarded to MoDOT upon request.

- 19 Investigators require Tall sizes

### **On-Site Measurement Visits:**

The contractor shall provide sufficient staffing to ensure that personalized measurements of MoDOT's personnel (including any new hired personnel) are conducted at each of the required locations, as shown below. The contractor shall provide samples for both the male and female to try on.

**Central Headquarters:** Motor Carrier Services  
Contact: Mark Biesemeyer/Tonya Jaegers  
1320 Creek Trail Drive  
Jefferson City, MO 65109

**District 1 (Cameron):** Motor Carrier Services  
Contact: Rod Hapenau  
204 North Pine  
Cameron, MO 64429

**District 2 (Macon):** Motor Carrier Services  
Contact: Gene Crandall  
902 North Missouri Street  
Macon, MO 63552

**District 4 (Warrensburg):** Motor Carrier Services  
Contact: Marty Wirsig  
506 North Maguire, Suite D  
Warrensburg, MO 64093

**District 5 (Jefferson City):** Motor Carrier Services  
Contact: Ken Sowers  
1320 Creek Trail Drive  
Jefferson City, MO 65109

- District 6 (Chesterfield):** Motor Carrier Services  
 Contact: Mike Kratzer/James Smith  
 1590 Woodlake Drive  
 Chesterfield, MO 63017
- District 7 (Joplin):** Motor Carrier Services  
 Contact: Leilani Stewart  
 3901 East 32<sup>nd</sup> Street  
 Joplin, MO 64804
- District 8 (Springfield):** Motor Carrier Services  
 Contact: Cody Wilson  
 3025 East Kearney  
 Springfield, MO 65803
- District 9 (Willow Springs):** Motor Carrier Services  
 Contact: Sandy Thomas  
 3956 East Main  
 Willow Springs, MO 65793
- District 10 (Poplar Bluff):** Motor Carrier Services  
 Contact: Gary McQuitty  
 1901 Northwood  
 Poplar Bluff, MO 63901

The contractor must provide measurement services at all meetings/trainings indicated below and in accordance with the following:

- a. **Investigator Meetings/Trainings:** The contractor shall be required to provide measurement services at all investigator meetings each year. Investigators meetings/trainings are held each year in the spring and fall, typically in March and September, however, these months may change depending on investigators' schedules.

MoDOT shall make every attempt to combine on-site measurement visits when possible. The contractor must provide, at no additional charge to MoDOT, additional site visits, if MoDOT deems necessary. The date and time of clothing measurements shall be coordinated between MoDOT and the contractor. The contractor shall be provided space within MoDOT for conducting personnel measurements for uniforms.

**ORDERS:**

The contractor shall supply MoDOT with dated spreadsheets of all orders taken by no later than ten (10) working days after each on-site measurement visit showing all orders placed at said visit. A separate spreadsheet shall be provided for each on-site visit and shall be submitted to MoDOT in electronic format only. The spreadsheet shall include: 1) individuals name, 2) each type and number of items ordered by each individual; 3) itemized pricing; 4) the total amount of each individual's order; and 5) grand total of order. The contractor shall not begin production until all orders are approved by MoDOT, and an authorized purchase order or P-card transaction has been issued by MoDOT. The contractor must provide a user friendly, easy to understand, ordering process for MoDOT and it's employees to utilize when placing orders. A detailed copy of each order must be provided to the employee for their records along with a copy being submitted to Mindy Grapes-Bess of MoDOT. Any enhanced ordering systems, such as internet, must be agreed upon by both MoDOT and the contract prior to any implementation. All costs

associated with an enhanced system must be included in the contract pricing. The contractor should provide a toll free telephone number for MoDOT to use when placing orders and/or making inquiries. MoDOT will attempt, but is not required, to give the contractor advanced notice of large stock uniform orders.

**SPECIAL ORDERS:**

MoDOT understands that some sizes will be outside the standard cut sizes for the majority of the personnel. The contractor must be able to supply uniforms in all sizes within the minimum and maximum size ranges specified in the contractor's original bid at the special order pricing specified on the pricing page.

**CUSTOMER SERVICE REPRESENTATIVE:**

The contractor must appoint a customer service representative or representatives who will be available to meet with, and/or assist MoDOT contract managers on a regular basis. The customer service representative must reside in Missouri or a contiguous state. The representative must be available to respond to inquiries regarding contract products, to resolve issues regarding products received, to take measurements, or to address fitting problems at specified locations within twenty (20) calendar days after being notified by MoDOT.

**DELIVERY PERFORMANCE:**

Custom Investigator uniforms must be delivered in a maximum of 6 weeks after receipt of an authorized order, while stock uniforms must be delivered in a maximum of 3 weeks or less after receipt of an authorized order for standard sizes. The delivery of non-standard size products shall be as indicated in the contract.

In the event the contractor fails to meet the specified 3 weeks or less delivery time for stock uniforms, MoDOT shall assess liquidated damages.

The contractor must make every attempt to delivery all orders within the deadlines after receipt of an authorized order. Late deliveries may constitute a breach of contract which may result in cancellation of the contract.

The contractor shall deliver all articles to the delivery locations specified on the purchase order in accordance with the contracted delivery times stated herein upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at MoDOT's dock or other designated unloading site as required by MoDOT. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with MoDOT. The contractor shall contact MoDOT to schedule a delivery time.

Orders shall be delivered individually wrapped with applicable product identification information: employee's name, order number and description. A packing list must be included with each order. The packing list must indicate the employee's name, order number description, quantity, listing of each time contained in the packaged container (i.e. 2 blk stocking caps, 1-32/32 navy trouser and etc.)

**BILLING AND INVOICING:**

The contractor shall prepare and submit invoices at the direction of the contract managers of MoDOT. MoDOT shall work with the contractor to determine the best method for processing invoices (i.e. by Investigator stock, non-stock, etc.). MoDOT shall be the final authority on how invoices will be received.

All orders shall be billed directly to the central billing address below:

MoDOT  
Motor Carrier Services  
ATTN: MIKE WILLIAMS/MINDY GRAPES-BESS  
PO BOX 893  
JEFFERSON CITY, MO 65102

The contractor shall submit invoices to MoDOT and MoDOT shall reimburse the contractor directly for all purchases. The contractor shall neither be receiving purchase orders nor accepting payment from individual employees, except for alterations of stock items.

MoDOT reserves the right to withhold payment for only those items on the order which do not meet the satisfaction of MoDOT due to contractor error in measurements, construction, etc. Partial payments shall be made for the remaining items on the order which are deemed acceptable.

**ADDITIONS/DELETIONS:**

MoDOT may choose to change styles or products during the contract. There will be no penalty to MoDOT should they choose to discontinue, replace or substitute whole products, fabric, material, design, or construction of any product. New pricing associated with the changes must be agreed upon by both the contractor and MoDOT. MoDOT shall have the option of using the contract or bidding any replacement products.

**REPLACEMENT OF PRODUCT:**

The contractor shall be responsible for replacing any item received in damaged condition at no cost to MoDOT. This includes all shipping costs for returning non-functional items to the contractor for replacement.

The contractor shall provide articles that must be uniform in color in accordance with current industry standards for commercial color match. MoDOT reserves the right to reject blatant color variations, which may be unacceptable to MoDOT. Receipt of goods at MoDOT's warehouse does not constitute acceptance. Goods not meeting specifications or containing hidden damage shall be rejected and returned at the contractor's expense. The contractor shall pick up and replace goods within a reasonable number of days, which will be determined by MoDOT. The contractor shall replace all deficient or incorrect products at no additional cost to MoDOT.

**WARRANTY:**

The contractor must warranty all products under the contract for the period. The warranty shall be no less than the manufacturer's standard warranty. The warranty shall commence once the product has been delivered and accepted by MoDOT.

**SUBSTITUTIONS:**

The contractor shall not substitute any items that have been awarded to the contractor without the prior written approval of the Division of General Services and Division of Motor Carrier Services.

MoDOT reserves the right to allow the contractor to substitute any new product offered by the contractor on all unshipped and future orders if capabilities and quality are equal to or greater than the product under contract and if prices are equal to or less than contract prices. The Division of General Services and Motor Carrier Services shall be the final authority as to acceptability.

**REPORTING REQUIREMENTS:**

On an annual basis, the contractor shall submit a usage report to the Division of General Services and the Division of Motor Carrier Services of all purchases under the contract. The contractor must submit the report electronically in an analysis ready format. This report shall be due two weeks after the end of each contract period. At a minimum, the report must contain the following information.

- State Agency Name
- Division Name
- Delivery Location
- Order Date
- Contract Item Number
- Manufacturer Model/Item Number (SKU)
- Item Description
- Quantity Delivered
- Unit Price Charged
- Extended Price (Unit Price Charged x Quantity Delivered)

The contractor shall develop and provide ad hoc reports as required and requested by either the Division of General Services and the Division of Motor Carrier Services at no additional cost to MoDOT. The contractor must submit ad hoc reports electronically in an analysis ready format specified and approved by the Division of General Services and Division of Motor Carrier Services.

**UPCHARGES:**

MoDOT understands that some individuals will have special needs that fall outside the standard specifications stated in the bid (i.e. drop loops are needed, alterations are needed beyond those stated in the contract, an alternate material is needed due to allergy). The contractor must be able to supply uniforms within the minimum and maximum size ranges specified in the contractor’s original bid at the original price plus the percentage upcharge specified on the pricing page.

**GENERAL:**

MoDOT has made every attempt to ensure that all specifications are accurate and true. The contractor shall assist MoDOT if minor modifications are necessary to ensure the proper fit and construction of the products identified in this document.

**QUALITY ASSURANCE:**

The contractor shall have adequate internal control mechanisms for monitoring compliance with the uniform specifications in the bid. A quality assurance program is one in which there is consistent accuracy in production, color, size, consistency, and proper packaging. Any one garment shall be deemed unacceptable if it is constructed from two different bolts where any one-color difference exists.

**Patches:**

The MoDOT will supply all artwork to create patches or to be stitched out.

Missouri Department of Transportation State Seal Patch (MoDOT State Seal Patch):



- Shoulder patches shall be embroidered to all coveralls. Patches shall be centered on the exterior of both sleeves, 1 inch from the top of the sleeve seam. (1 patch per sleeve, two total on coveralls)
- Logo size: 3” across and 3” wide
- Seal colors:
  - Brown – PMS 4635
  - Yellow – PMS 102
  - Red – PMS 485
  - Blue – PMS 2735

Commercial Vehicle Safety Association Patch (CVSA):



- Artwork provided by MoDOT.
- Patch will be embroidered to all coveralls. Patch shall be centered ½ inch above the left breast pocket.
- Patch size is 2 ¾” W x 2 5/16” H.

**FITTING:**

The contractor must comply with all of the following fitting tasks.

The contractor must have the minimum ability of producing these uniforms in all required sizes to fit every employee. A minimum enhanced fit shall consist of at least a regular and athletic (military) cut for shirts, and a low, medium, and high-rise for trouser cuts.

Trousers shall be fit as trimly as possible to the employee's desire, without binding through the crotch. Sizing consideration shall be given for contents in the individual's pockets, if applicable. As nearly as practical the proper length shall reach the top of the shoes with little or no break. Hip hugger style trousers will not be permitted.

Shirts shall be fit as trimly as possible to accommodate the individual employee. Sizing consideration shall be given for contents in the individual's pockets, if applicable.

All shirts and trousers shall have male and female cut patterns, whether in the stock program, or the custom uniform with enhanced fit.

It is the intent of MoDOT to receive shirts and trousers that adequately fit the individual for their build and their type of uniform program (custom uniform-enhanced fit or stock).

Employees may choose to have stock items altered. The contractor may alter these items for an additional charge.

**Clothing & Uniform Tags:**

All shirts, t-shirts, trousers, coveralls, jackets, caps, gloves, and boots shall contain clothing care instructions tags and standard material tags.

**Stitching and Thread:**

All garment stitching shall be at least 10 stitches per inch, unless specified otherwise in the RFB.

Emblems and patches shall be single needled stitched.

All thread colors must match the color of the material that is visible. High quality thread shall be used for all garments.

The Motor Carrier Services (MCS) Logo will be stitched on all ball caps, stocking caps, oxford shirts, t-shirts, jackets, polo shirts, coveralls and etc.

MoDOT will provide artwork for MCS logo.



**Motor Carrier Services**

**PRESSING:**

All shirts shall be pressed with military creases; three (3) creases in the back and two (2) in the front. The sleeve shall be pressed from the bottom of the shoulder patch to the cuff. The crease will go through the middle of the shirt, stitched, silicon, or other types of seams are not permitted.

**MATERIAL:**

All material shall be first quality. A kaumograph is highly desired, however, if a kaumograph is not present, the contract shall be required to produce first quality material that has been approved by MoDOT prior to the award of the contract.

**GENERAL REQUIREMENTS FOR CUSTOM UNIFORMS:**

**GENERAL:**

The contractor shall produce custom fit uniforms on an as needed, if needed, basis. The number of uniforms an individual is allowed to purchase annually varies. Since the Investigators wear their uniforms frequently, the proposed uniforms must be manufactured to withstand frequent wearing/washing.

If necessary, MoDOT will provide the contractor with prototypes of existing uniforms. It shall be the contractor's sole responsibility to provide new uniforms, which meet or exceed the fabric, design, and quality of the mandatory specifications in the bid and of MoDOT's existing uniforms or prototypes. In addition, if deemed necessary by MoDOT, the contractor may be asked to submit to MoDOT for prior approval, samples of all buttons to be used on the new uniform prior to producing the uniforms. All buttons must meet or exceed the mandatory button requirements as specified in the bid.

Custom uniforms with enhanced fit shall be supplied and fitted in accordance with the contract and accepted by MoDOT. Uniform items that clearly fit incorrectly shall be returned to the contractor for timely replacement at no cost to the state agency. The contractor must contact the employee for a corrected fitting within 7 calendar days after notification of incorrect fit, or in a time frame as agreed upon by the contractor and MoDOT.

**IDENTIFICATION TAGS:**

The contractor shall assure and provide for the following:

All ball caps, stocking caps, oxford shirts, t-shirts, jackets, polo shirts, coveralls, gloves and boots must contain a linen identification name tag. The tag must provide the employee's name and basic measurements. The tag must be firmly attached in a non-visible area. The tag must be consistently attached in the same area on all uniform items.

## **SPECIFIC REQUIREMENTS FOR UNIFORMS:**

### **Stocking Caps:**

- One Size fits all
- Color: Black, Navy
- Heavyweight Cap
- High performance
- Weather related with wind stopper liner.
- Wool and Acrylic Blend
- Tight jersey knit
- Gortex
- 125 x CR
- Machine washable
- No Logo

### ***Stocking Cap Sample:***



## Skull Ball Caps:

- Available in colors: Black, Tan, Navy
- Brand Cobra (no other brand acceptable)
- 100% cotton, breathable
- Adjustable back, fabric with metal adjuster
- Unstructured
- Reinforced Bill
- One size fits all
- Six Panel
- Premium chino cotton twill
- Garment washed
- MoDOT's, Motor Carrier Services Logo (*example on page 10*) embroidered (Artwork provided my MoDOT)
- Logo Location: Front Center
- Logo Thread Color: Silver
- Logo Size: 2 ¾" W x 1 ¾" H (not too small or too big for cap)

### *Skull Cap Sample:*



### 3-in-1 Parka Jacket:

- Style: Tri-Mountain, Colorado
- Available in Black only
- Polyurethane coated
- Heavyweight toughlan nylon
- Sizes: XS to 4XL
- Preferably - Available in Talls
- Windproof
- Water Resistant
- Half mesh half taffeta nylon lining
- Zip out super heavyweight 11.5 oz. Anti pilling Panda fleece inner jacket with corduroy collar.
- 55 inch front hidden zipper
- Shoulder and back sleeves pleated with contrasting color.
- Reflective piping.
- Zip out hood
- Provides various pockets, plus a pocket at the right for a cell phone.
- MCS Logo (*example on page 10*) embroidered front left breast. (artwork provided by MoDOT)
- Logo Size: 2" W x 1" H (not too small or too big for jacket)
- Logo Letter Font Size: 22
- Logo Thread Color: White

### 3-in-1 Parka Sample:



## Insulated Winter Coveralls:

- Color: Navy
- Insulated
- Sizes: SM – 5XL
- Available in Talls: ST – 4XLT (understand small is hard to find)
- 7 ½ oz. blended brushed cotton
- 6 oz. heavy weight fiberfill insulation
- Covered two-way leg zippers from ankle to waist
- Concealed snaps for optional hood on collar
- Reinforced front and hip pockets
- Concealed snaps on front fly at waist and neck
- Inside mesh cell phone pocket w/hook n loop closure & storage pocket
- Additional inside storage pockets
- Triple needle stitching
- Self fabric fly over full length two-way front zipper
- Double knee patches for reinforcement
- Articulated elbows
- Adjustable leg hem
- Storm cuffs
- Concealed hook n loop closure on pockets & leg flies
- Missouri Department of Transportation State Seal Logo Embroidered (*example on page 9*) (MoDOT State Seal) (artwork provided by MoDOT).
- MoDOT Logo Location: Side of arm sleeves located 1” from shoulder seam (artwork provided by MoDOT).
- MoDOT Logo Size: 3” across and 3” wide
- CVSA Patch (as seen on page 9) Embroidered on Coverall (artwork provided by MoDOT ).
- CVSA Patch Location: Centered ½” above the left breast pocket.
- CVSA Patch Size: 2 ¾” W x 2 5/16” H
- If product changes than contractor must notify customer immediately, different manufacturer may have different sizing info.

## *Insulated Style Sample:*



### Short Sleeve Summer Coveralls:

- Color: Navy
- Short Sleeve
- Sizes: SM – 5XL
- Available in Talls: ST – 4XLT (understand small is hard to find)
- Soil Resistant
- Lightweight Polyester/Cotton blend
- Bi-Swing action back
- Banded waist w/elastic side inserts
- Two-Way front zipper w/snap-over fly
- Permanent press finish
- Two chest pockets
- Two back pockets-left zippered
- At least triple needle stitching
- Double sewn crotch seam
- Top Stitched collar
- Logo Embroidered (MoDOT State Seal) (*example on page 9*)
- MoDOT Logo Location: Side of arm sleeves located 1” from shoulder seam (artwork provided by MoDOT).
- MoDOT Logo Size: 3” across and 3” wide
- CVSA Patch Embroidered on Coverall (artwork provided by MoDOT ) (*example on page 9*).
- CVSA Patch Location: Centered ½” above the left breast pocket.
- CVSA Patch Size: 2 ¾” W x 2 5/16” H
- If product changes than contractor must notify customer immediately, different manufacturer may have different sizing info.

### Short Sleeve Style Sample:



## Long Sleeve Summer Coveralls:

- Color: Navy
- Long Sleeve
- Sizes: SM – 5XL
- Available in Talls: ST – 4XLT (understand small is hard to find)
- Soil Resistant
- Lightweight Cotton/Poly blend
- Two front swing pockets w/ side entry
- Two back pockets-left zippered
- Ruler pocket
- Two-way front zippered w/snap-over fly
- Bi-swing action back
- Banded Waist w/elastic inserts
- Two zippered chest pockets
- Pencil pocket on left sleeve
- At least triple needle stitching
- Permanent press finish
- Double sewn crotch seam
- Top Stitched collar
- Logo Embroidered (MoDOT State Seal) (*example on page 9*)
- MoDOT Logo Location: Side of arm sleeves located 1” from shoulder seam (artwork provided by MoDOT).
- MoDOT Logo Size: 3” across and 3” wide
- CVSA Patch Embroidered on Coverall (artwork provided by MoDOT) (*example on page 9*).
- CVSA Patch Location: Centered ½” above the left breast pocket.
- CVSA Patch Size: 2 ¾” W x 2 5/16” H
- If product changes than contractor must notify customer immediately, different manufacturer may have different sizing info.

## Long Sleeve Style Sample:



## T-shirts:

- Athletic Heather
- Sizes: S-5XL
- Available in Talls if possible
- 50% cotton/50% polyester
- At least a 5.4 oz tee shirt
- Seamless rib at neck
- Shoulder to shoulder tape
- At least a double-needle stitching on sleeves and hems
- MCS logo embroidered (*example on page 10*) (Artwork provided by MoDOT) Logo Location: Left front breast
- Logo Thread Color: Navy Blue
- Logo Size: 2" W x 1 1/2" H (not too small or too big for shirt)
- If product changes than contract must notify customer immediately, different manufacturer may have different sizing info.

### *T-shirt Style Sample:*



## Men's Safety Toe Zipper Boots:

- Color: Black
- Sizes: 8 to 15 (available in half sizes)
- Widths: Medium and Wide
- Height: 8"
- Weight: 24 oz.
- Leather/Nylon
- Full Zipper
- At least triple stitching
- Vibram outsole
- Velcro Keeper
- Vapor wick lining
- Removable insole
- Carbon rubber outsole
- Tactical air heel system
- Padded collar and tongue
- Rubber toe guard
- ANSI Z41 PT499 M1/75 C/75 compliant
- D-ring lacing w/ parachute laces
- Locking D-ring
- Steel shank
- Steel Toe

### *Men's Boot Style Sample:*



## **Women's Safety Toe Zipper Boots:**

- Color: Black
- Sizes: 4 to 13 (available in half sizes)
- Widths: Medium and Wide
- Height: 8"
- Weight: 24 oz.
- Leather/Nylon
- Full Zipper
- At least triple stitching
- Vibram outsole
- Velcro Keeper
- Vapor wick lining
- Removable insole
- Carbon rubber outsole
- Tactical air heel system
- Padded collar and tongue
- Rubber toe guard
- ANSI Z41 PT499 M1/75 C/75 compliant
- D-ring lacing w/ parachute laces
- Locking D-ring
- Steel shank
- Steel Toe

## ***Women's Boot Style Sample:***



## Men's Long Sleeve Oxford Shirts:

- Available in various colors
- Sizes: S-5XL
- Available in Tall sizes
- Poly/Cotton blend
- Lightweight
- At least 5.5 oz.
- Stain release
- Wrinkle and crease resistant
- Button down collar
- Double back yoke
- Two side back pleats
- Front patch pocket
- Adjustable cuffs
- MCS logo embroidered (*example on page 10*) (Artwork provided by MoDOT) Logo Location: Left front breast
- Logo Thread Color: White
- Logo Size: 2" W x 1 ½" H (not too small or too big for shirt)

## Men's Long Sleeve Style Sample:



### Women's Long Sleeve Oxford Shirts:

- Available in various colors
- Sizes: XS-4XL
- Available in Tall sizes
- Poly/Cotton blend
- Lightweight
- At least 5.5 oz.
- Stain release
- Wrinkle and crease resistant
- Button down collar
- Double back yoke
- Two side back pleats
- Adjustable cuffs
- Women's Fitted
- Spread collar
- No pocket
- MCS logo embroidered (*example on page 10*) (Artwork provided by MoDOT) Logo Location: Left front breast
- Logo Thread Color: White
- Logo Size: 2" W x 1 ½" H (not too small or too big for shirt)

### Women's Long Sleeve Style Sample:



## Men's Short Sleeve Oxford Shirts:

- Available in various colors
- Sizes: S-5XL
- Available in Tall sizes
- Poly/Cotton blend
- Lightweight
- At least 5.5 oz.
- Stain release
- Wrinkle and crease resistant
- Button down collar
- Double back yoke
- Patch Pocket
- Hemmed sleeves
- Two side back pleats
- MCS logo embroidered (*example on page 10*) (Artwork provided by MoDOT) Logo Location: Left front breast
- Logo Thread Color: White
- Logo Size: 2" W x 1 ½" H (not too small or too big for shirt)

## Men's Short Sleeve Style Sample:



### Women's Short Sleeve Oxford Shirts:

- Available in various colors
- Sizes: XS-4XL
- Available in Tall sizes
- Women's Fitted
- Poly/Cotton blend
- Lightweight
- At least 5.5 oz.
- Stain release
- Wrinkle and crease resistant
- Button down collar
- Double back yoke
- Two side back pleats
- Hemmed sleeves
- Spread collar
- No pocket
- MCS logo embroidered (*example on page 10*) (Artwork provided by MoDOT)
- Logo Location: Left front breast
- Logo Thread Color: Navy Blue
- Logo Size: 2" W x 1 ½" H (not too small or too big for shirt)

### Women's Short Sleeve Style Sample:



## **Men's Inspection Trousers:**

- Color: Navy
- Sizes 28-44
- Available in tall sizes
- Lightweight
- Poly/Cotton
- At least 6.14 oz.
- Diamond gusseted crotch
- Stain & Soil resistant
- Teflon treated
- Ripstop
- Non-fading
- Side cargo pockets
- Cell phone front pocket
- Slit pocket
- Expandable waistline
- Tactical strap
- Quick drying material
- Double thick knees
- Zippered
- Button front closure
- Key ring
- Moisture wicking
- Wrinkle resistant
- Double Thick Seat

## ***Men's Inspection Trousers Sample:***



## **Men's Inspection Trousers:**

- Color: Navy
- Sizes 46-54
- Available in tall sizes
- Lightweight
- Highly durable
- Cotton Canvas
- At least a 8.5 oz
- Stain & Soil resistant
- Non-fading
- Side cargo pockets
- Cell phone front pocket
- Rear slash pockets
- Expandable waistline
- Tactical strap
- Quick drying material
- Double thick knees
- Double thick seat
- Reinforced pockets
- Zippered
- Snap front closure
- Key ring
- Triple stitched
- Moisture wicking
- Wrinkle resistant

## ***Men's Inspection Trousers Sample:***



## **Women's Inspection Trousers:**

- Color: Navy
- Sizes 2-16
- Available in tall sizes
- Lightweight
- Cotton Canvas
- At least a 8.5 oz
- Highly durable
- Stain & Soil resistant
- Non-fading
- Side cargo pockets
- Cell phone front pocket
- Rear slash pockets
- Expandable waistline
- Tactical strap
- Quick drying material
- Double thick knees
- Double thick seat
- Zippered
- Snap front closure
- Key ring
- Triple stitched
- Moisture wicking
- Wrinkle resistant

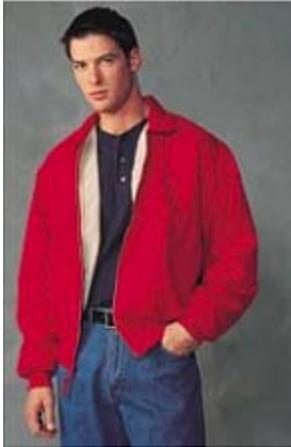
## ***Women's Inspection Trouser Sample:***



## **Jackets:**

- Color: Tan or Khaki
- Sizes: S-5XL
- Available in tall sizes
- Windproof
- Water resistant
- Lightweight
- Polyurethane coated
- Microfiber polyester
- Fully lined
- High density poplin lining
- Two front pockets w/ snaps
- One inner right chest pocket w/ zipper
- Inside collar w/ extended closure and button
- Stretch cuffs
- Stretch waistband
- Double stitched seams
- Zippered Front

### ***Jacket Sample:***



### **Men's Pleated Dress Trousers:**

- Colors: Khaki or Tan & Navy
- Sizes: 28-54
- Available in tall sizes
- At least 6.5 oz
- Microfiber (cotton/poly)
- Pleated
- Hidden stretch waistband w/ two inches for adjustment
- Traditional fit
- Two front pockets
- Two set-in back pockets
- Hook and eye closure
- Zippered
- Stain release
- Moisture wicking
- Wrinkle resistant

### ***Men's Pleated Dress Trousers Sample:***



### **Women's Pleated Dress Trousers:**

- Colors: Kahki or Tan & Navy
- Sizes: 0-28W
- Available in tall sizes
- At least 6.5 oz
- Microfiber (cotton/poly)
- Pleated
- Hidden stretch waistband w/ two inches for adjustment
- Classic cut
- Straight leg
- Shortened feminine rise
- Two front pockets
- One set-in back pocket
- Hook and eye closure
- Zippered
- Stain release
- Moisture wicking
- Wrinkle resistant

### ***Women's Pleated Dress Trouser Sample:***



PLEATS: Chest pleats are not acceptable.

## **BIDDER'S INSTRUCTIONS AND REQUIREMENTS:**

### **OPEN RECORDS:**

The bidder's bid shall be considered open record upon award of the bid pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). The bidder shall not submit their entire bid as proprietary or confidential. Also, the bidder shall not submit any part of their bid as confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the bidder's bid allowed by the statute shall be separated, sealed and clearly marked as confidential. Also, the bidder shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

### **COMPLIANCE WITH TERMS AND CONDITIONS:**

The bidder's bid shall not take exception to or conflict with the mandatory requirements of the bid (denoted by the words "must" and shall") included in the bid terms and conditions. Bidders are cautioned that MoDOT will not award a non-compliant bid and, as a result, any bidder indicating non-compliance with any requirements, terms, conditions and provisions of the bid will be eliminated from further consideration for award.

The bidder is cautioned when submitting the pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the bid and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the bid, the bid shall govern. Taking exception to MoDOT's terms and conditions may render an bidder's bid unacceptable and remove it from consideration for award.

### **BUSINESS COMPLIANCE:**

The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of General Services.

The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g. city/county/state/federal)
- State and local certifications (e.g. professions/occupations/activities\_
- Licenses and permits (e.g. city/county license, sales permits)
- Insurance (e.g. worker's compensation/unemployment compensation)

### **OPEN COMPETITION**

Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

The bidder may offer any brand of product that meets or exceed specifications.

### **BID DETAIL REQUIREMENTS AND DEVIATIONS:**

It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the bid. Any deviation from a mandatory requirement may render the bid unacceptable. Any

deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

**NOTE:** A descriptive brochure of the articles bid may not be acceptable as clear identifications of deviations from the written specification.

**DESCRIPTION OF PRODUCT:**

The bidder should present a detailed description of all articles bid in the response to this bid. It is the bidder's responsibility to make sure all articles bid are adequately described.

**SPECIFICATIONS:**

MoDOT has made every attempt to ensure that all specifications are accurate and true. The contractor shall assist the state agency if minor modifications are necessary to ensure the proper fit and construction of the products identified in this document.

**VENDOR NAME REGISTRATION:**

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State, as required by law. Failure to use the correct firm name on all bid documents will result in delaying the contract award.

**NON-EXCLUSIVITY:**

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

**ADDITIONAL COMMENTS:**

System Management/Motor Carrier Services must proof all logo stitch outs or etc. before contractor/vendor proceeds with placing order of clothing items.

**UNIFORMS PRICING PAGE**

ITEM	DESCRIPTION	QTY/ EA	UNIT PRICE	EXTENDED TOTAL
001	<b>STOCKING CAPS (2 per employee, 44 employees = 88 caps) Black, Navy</b>	88		
002	<b>3 IN 1 PARKA JACKETS (1 per employee, 44 employees = 44 jackets)</b>	44		
003	<b>INSULATED WINTER COVERALLS (2 per employee, 44 employees = 88 insulated coveralls)</b>	88		
004	<b>SHORT SLEEVE SUMMER COVERALLS (2 per employee, 44 employees = 88 coveralls) (may be more depending on which the employee prefers)</b>	88		
005	<b>LONG SLEEVE SUMMER COVERALLS (2 per employee, 44 employees = 88 coveralls) (may be more depending on which the employee prefers)</b>	88		
006	<b>T-SHIRTS (2 shirts per employee, 44 employees = 88 t-shirts)</b>	88		
007	<b>PLEATED MICROFIBER PANTS</b>			
	<b>WOMEN (2 per employee, 8 employees = 16 pants) Colors: Navy, Khaki</b>	16		
	<b>MENS (2 per employee, 36 employees = 72 pants) Colors: Navy, Khaki</b>	72		
008	<b>INSPECTION TROUSERS</b>			
	<b>WOMENS (2 per employee, 8 employees = 16 trousers)</b>	16		
	<b>MENS (2 per employee, 36 employees = 72 pants)</b>	72		
009	<b>SKULL TYPE BALL CAPS – 3/EMPLOYEE BLACK, TAN, NAVY (44 employees = 132 ball caps)</b>	132		
010	<b>STEEL TOE BOOTS</b>			
	<b>WOMENS (1 per employee, 6 employees = 6 boots)</b>	6		
	<b>MENS (1 per employee, 30 employees = 30 boots)</b>	30		
011	<b>SPRING JACKETS (1 per employee, 44 employees = 44 jackets)</b>	44		
012	<b>LONG SLEEVE OXFORD SHIRTS</b>			

	<b>WOMENS (2 per employee, 58 employees = 116 shirts)</b>	116		
	<b>MENS (2 per employee, 40 employees = 80 shirts)</b>	80		
013	<b>SHORT SLEEVE OXFORD SHIRTS</b>			
	<b>WOMENS (2 per employee, 58 employees = 116 shirts)</b>	116		
	<b>MENS (2 per employee, 40 employees = 80 shirts)</b>	80		
014	ARTWORK			
015	EMBROIDERING MODOT LOGO			
016	SEWING			
017	ADDITIONAL CHARGES – INCLUDING UPCHARGES			
<b>TOTAL COSTS</b>				

# ADDITIONAL PRICING

**ALL TOTALS MUST BE BROKEN OUT IN ORDER TO BE ACCEPTED**

UNIFORMS				
ITEM	DESCRIPTION	QTY/ EA	UNIT PRICE	EXTENDED TOTAL
001	<b>STOCKING CAPS</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
002	<b>3 IN 1 PARKA JACKETS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
		6-10	EA	

		11-15	EA	
	<b>XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	

003	<b>INSULATED WINTER COVERALLS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	

	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
004	<b>SHORT SLEEVE SUMMER COVERALLS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	

	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
005	<b>LONG SLEEVE SUMMER COVERALLS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
006	<b>T-SHIRTS</b>			
	<b>SMALL</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	

		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
007	<b>PLEATED MICROFIBER PANTS</b>			
	<b>WOMEN</b>			
	<b>0</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>6</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>8</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>10</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>12</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>14</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>16</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>18</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>20</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>22</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>24</b>	1-5	EA	
		6-10	EA	

		11-15	EA	
	<b>26</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>28</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>PLEATED MICROFIBER PANTS</b>			
	<b>MENS</b>			
	<b>27"-28"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>29"-31"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>32"-34"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>36"-38"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>40"-42"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>44"-48"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>50"-52"</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>54"-58"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
008	<b>INSPECTION TROUSERS</b>			
	<b>WOMENS</b>			
	<b>2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>6</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>8</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>10</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>12</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>14</b>	1-5	EA	
		6-10	EA	
		11-15	EA	

	<b>16</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>INSPECTION TROUSERS</b>			
	<b>MENS</b>			
	<b>27"-28"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>29"-31"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>32"-34"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>36"-38"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>40"-42"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>44"-48"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>50"-52"</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>54"-58"</b>	1-5	EA	
		6-10	EA	

		11-15	EA	
009	<b>SKULL TYPE BALL CAPS – 3/EMPLOYEE BLACK, TAN, NAVY</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
010	<b>STEEL TOE BOOTS</b>			
	<b>WOMENS</b>			
	<b>4</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>6</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>6-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>7</b>	1-5	EA	
		6-10	EA	
		11-15	EA	

	<b>7-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>8</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>8-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>9</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>9-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>10</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>10-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>11</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>11-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>12</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>12-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>13</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>13-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>STEEL TOE BOOTS</b>			
	<b>MENS</b>			
	<b>8</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>8-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>9</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>9-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>10</b>	1-5	EA	
		6-10	EA	
		11-15	EA	

	<b>10-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>11</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>11-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>12</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>12-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>13</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>13-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>14</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>14-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>15</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>15-1/2</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
011	<b>SPRING JACKETS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
012	<b>LONG SLEEVE OXFORD SHIRTS</b>			
	<b>WOMENS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	

	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MENS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
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		11-15	EA	
	<b>XLARGE</b>	1-5	EA	

		6-10	EA	
		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>5XLARGE TALL</b>	1-5	EA	
		6-10	EA	

		11-15	EA	
013	<b>SHORT SLEEVE OXFORD SHIRTS</b>			
	<b>WOMENS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>XLARGE</b>	1-5	EA	
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		11-15	EA	
	<b>XLARGE TALL</b>	1-5	EA	
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		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	

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		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
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		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MENS</b>			
	<b>SMALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>SMALL TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>MEDIUM</b>	1-5	EA	
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		11-15	EA	
	<b>MEDIUM TALL</b>	1-5	EA	

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		11-15	EA	
	<b>LARGE</b>	1-5	EA	
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		11-15	EA	
	<b>LARGE TALL</b>	1-5	EA	
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		11-15	EA	
	<b>XLARGE</b>	1-5	EA	
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	<b>XLARGE TALL</b>	1-5	EA	
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		11-15	EA	
	<b>2XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>2XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>3XLARGE TALL</b>	1-5	EA	
		6-10	EA	
		11-15	EA	
	<b>4XLARGE</b>	1-5	EA	
		6-10	EA	



# 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:

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**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 #:** \_\_\_\_\_

## 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.

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 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.

**Name of the Bidders Firm:** \_\_\_\_\_

\_\_\_\_\_  
**Name & Signature of Contractor's Authorized Representative**

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

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.

**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

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

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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes/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. 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

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

**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.