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# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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## REQUEST FOR PROPOSALS SAFETY TOE FOOTWEAR MOBILE SALES AND FITTING SERVICES RFP 6-051005

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<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 the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Ms. Leann Kottwitz, General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., CDT, October 05, 2005.

MHTC reserves the right to reject any and all bids for any reason whatsoever.

**PROPOSAL**

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
  
- (2) The Offeror agrees to provide the services 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 Statewide Safety Toe Footwear Mobile Sales and Fitting Services to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) Background:** MoDOT operates under a decentralized organization with Central Office in Jefferson City. This Central Office provides staff assistance and functional control for the various departmental tasks in 10 geographical districts. Each district contains about 10 percent of the total road mileage in the state highway system.
- MoDOT employs approximately 6400 full-time employees. About 80% of those employees work in the 10 districts with the remainder working in the various functional units of the Central Office. Approximately 1,300 of these employees are supervisors.
- (C) Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) Contract Period:** A one-year contract, with an option for two one-year period extensions, will be awarded at the sole discretion of MHTC. The Department has the right to reject any or all proposals. The effective date of the initial contract shall be January 1, 2006

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

**(A) Services:** The Offeror shall provide the following services:  
Statewide Safety Toe Footwear Mobile Sales and Fitting Services.

**(B) Specific Requirements:** The Offeror will provide to the Procurement Unit, one original and five copies of a program proposal which will include the following:

1. To provide safety-toe footwear mobile sales and fitting services to specified MoDOT locations. An estimated 4,400 Department employees may be qualified to participate in the safety-toe footwear program. MoDOT employees have the option of purchasing safety-toe footwear from any qualified supplier and are not specifically required to purchase from any contract resulting from this RFP.
2. The Department reserves the right to reject any and all proposals on the basis of the inability of the respondent to satisfactorily meet the requirements as specified.

**(C) Minimum Product Requirements**

1. The Respondent shall offer both steel and nonconductive composite safety-toe footwear. Foot protection offered shall meet or exceed the American Society for Testing Materials (ASTM) F2413-05 or the American National Standards Institute (ANSI) Z41 PT 99 Standard for Personal Protective Footwear Classification I-75 for impact and C-75 for compression resistance.
2. Respondent must offer at least one safety-toe footwear product with the following additional safety features.
  - Metatarsal guards both internal and external
  - Electrical hazard protection
  - Static dissipative footwear
  - Puncture resistance
  - Conductive footwear
3. Respondent may be required to provide representative samples of various footwear styles offered in response to this RFP.

**(D) Minimum Delivery Requirements**

1. The Successful Respondent must provide a mobile sales unit to serve a minimum of twelve locations in each of the following districts and headquarters:

District 1	St. Joseph, MO	District 7	Joplin, MO
District 2	Macon, MO	District 8	Springfield, MO
District 4	Kansas City, MO	District 9	Willow Springs, MO
District 5	Jefferson City, MO	District 10	Sikeston, MO
District 6	St. Louis, MO	Headquarters	Jefferson City, MO

2. Specific delivery locations within each district will be determined by each district safety coordinator based upon the demographics of the workforce qualifying for a safety-toe footwear allowance. Specific delivery for headquarters locations will be determined by the safety officer based upon the demographics of the workforce qualifying for a safety-toe footwear allowance. A contact list will be provided to the successful Respondent.

3. Safety-toe footwear mobile unit visits must be made to each location a minimum of two times per year. The successful respondent must stay on site for the entire time agreed upon with the local representative. Services shall be provided between the hours of 7:30 a.m. and 4:00 p.m. Local representative will coordinate the annual schedule with the successful respondent no later than November 30, 2005. Any changes to the agreed upon schedule must be approved by the local MoDOT representative. In the event of a roadway emergency response situation (snow, flood, etc.), MoDOT reserves the right to cancel services at any time prior to the date of service. In the event of such

cancellation, the successful respondent will be required to reschedule the cancelled visit to be performed within sixty days of said cancellation. Successful Respondent shall furnish bulletin notices for all buildings in each district or central office facility at least six weeks prior to the scheduled visit. This bulletin notice shall serve to inform employees of upcoming visits and this information shall include but not be limited to date, time and location.

4. Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the successful Respondent and the appropriate MoDOT representative.

5. The following days shall be construed as official holidays under the term of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

6. MoDOT anticipates awarding this contract on or near November 1, 2005. Successful Respondent shall be required to communicate with applicable District and Central Office contacts regarding the establishment of site visits during the following year. During contract renewal, the scheduling process shall take place during the months of October and November which precede the applicable contract year. Any additional dates beyond those required in the contract or not agreed to by November 30, 2005, shall be based upon successful respondent availability.

7. The successful Respondent shall be required to stock, or have readily accessible for delivery, sufficient quantities of shoes as to ensure prompt delivery of shoes after receipt of either a verbal or written purchase order. A verbal purchase order is defined as a verbal request, which includes the communication of a standard MoDOT purchase order number.

**(E) Minimum Service Requirements**

1. Employees must have the ability to review products available for the selection of footwear type, style and fit at the MoDOT designated site.

2. Upon request by the employee, the Successful Respondent must verify shoe size and accurate fit of the footwear prior to finalization of purchase at the MoDOT designated site.

3. Styles/sizes required but not available on site at the time of visit shall be available to the employee within five (5) to ten (10) work days. Successful Respondent sales representative(s) must be trained to provide safety toe footwear related advice and recommendations based upon products available and the employee's job duties.

4. Products contracted for as a result of this solicitation shall be available for purchase through a designated distributor(s) located in the State of Missouri. Available store front locations in the St. Louis and Kansas City area are desired.

5. All exchanges, replacements, adjustments or concerns will be handled within five (5) to ten (10) working days by the assigned successful Respondent's representative.

6. Successful Respondent must provide a ninety (90) day unlimited warranty on the footwear. Department would consider any additional warranties a plus.

**(F) Minimum Billing and Payment Requirements**

1. MoDOT is a tax-exempt entity. Successful Respondent shall handle reporting and payment of sales taxes in accordance with local, state and federal taxing laws and requirements.
2. The Department allowance for the basic footwear purchase for either internal or external metatarsal guards for each employee purchasing footwear will be paid by verbal or written purchase order. MoDOT shall provide list of employees authorized and applicable organization number and a blanket purchase order.
3. Successful Respondent must provide each employee and the Department Representative with a sales ticket detailing the employee name, social security number, organizational work unit number, MoDOT Purchase Order number, style, size, price and department allowance as indicated on the written or verbal purchase order. Employees are required to sign both copies of the sales ticket at the time the shoes/boots are received.
4. Successful Respondent will provide an itemized invoice for all allowances per purchase order owed by the Department. This shall include but not be limited to employee name, employee social security number, employee organizational work unit number, department allowance due and payable and a copy of the employee's signed purchase form. Successful Respondent must also provide a summary report of purchases with employee name, social security number, organizational work unit number and item(s) purchased for auditing purposes. Original documents described above shall be submitted to the applicable District Business and Benefits unit or the Headquarters Controllers office accounts payable section with a copy to Headquarters Risk Management unit. This information shall be provided on a monthly basis.
5. Employees are responsible for any cost differences between the footwear cost and the MoDOT allowance included in the verbal or written Purchase Order. Successful Respondent must have the ability to accept an employees' personal check, cash, VISA™ and/or MasterCard™ payment. MoDOT does not guarantee validity of employee personal payments and successful Respondent should pursue collections as normal and necessary.

**(G) Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

**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 negotiated contract. These same contract provisions will appear in the post-award negotiated 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 Elizabeth 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 of MHTC with those of the Risk Management Unit. 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 Risk Management 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 and General Terms and Conditions that are attached to this RFP, 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) **DBE/WBE Participation Encouraged:**
  - 1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. 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, subconsultants, 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 the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14<sup>th</sup>) day of January 1994, which Executive Order is incorporated herein by reference and is made part of the Agreement. This Executive Order promulgates a Code of Fair Practice for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Offeror shall also 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) **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.
- (J) **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.
- (K) **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.
- (L) **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.
- (M) **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.
- (N) **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.
- (O) **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.
- (P) **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.
- (Q) **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.
- (R) **Indemnification:** The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every



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

**(A) SUBMISSION OF PROPOSALS**

1. **Signature:** Proposals should be signed and returned (with necessary attachments) to Ms. Leann Kottwitz, as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) and (C) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
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 individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to:

Ms. Leann Kottwitz  
Missouri Department of Transportation  
830 MoDOT Drive  
P.O. Box 270  
Jefferson City, Missouri 65102-0270  
Telephone No.: (573) 751-3685  
Facsimile No.: (573) 526-1218  
E-mail address: [leann.kottwitz@modot.mo.gov](mailto:leann.kottwitz@modot.mo.gov)

5. **Written Questions:** Any pre-submission question(s), comment(s), concern(s) or request(s) for clarification regarding the RFP or proposal requirements shall be submitted **on or before 2:00 p.m., Central Daylight Time, September 16, 2005**, by facsimile transmission (fax), electronic mail (email), or in writing, to Ms. Leann Kottwitz at the address listed above. No questions about the RFP will be entertained after the due date for Written Questions.

Responses to the questions will be posted on MoDOT's website at: [http://www.modot.mo.gov/business/contractor\\_resources/Services.htm](http://www.modot.mo.gov/business/contractor_resources/Services.htm) in the form of a written addendum. **It is anticipated that this addendum will be issued on September 23, 2005.** No contact with MHTC Board members or other MoDOT staff will be allowed during the RFP process. Any contact with these individuals will be grounds for disqualification. **It will be the responsibility of the Offeror to access MoDOT's website in order to obtain any and all addenda issued during the course of this RFP process.**

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant.

3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

**(C) EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP 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. Billing Requirements; ( 25%)
  - B. Delivery;( 20%)
  - C. Product Warranties;( 20%)
  - D. Product Requirements;(20%)
  - E. Additional Information;( 5%)
  - F. References ( 10%)

**Response Content** – Respondents must provide the following information to be considered for contract award.

**Product Requirements**

- a. Provide a comprehensive list of the products offered by your firm and how these products meet the requirements described above. Respondent may include sales literature or pictures of products available.
- b. Explain the quantity and sizes of each style and type of footwear available on the mobile unit during each site visit.
- c. Are the products offered manufactured in the United States? If not, please identify the location in which all products offered are manufactured.

**Service Requirements**

- a. Describe the method used to allow employees the ability to review product selection and type. (i.e. will respondents staff assist or will employees be allowed to randomly review products available on the mobile unit.)
- b. How many sales representatives will be available during each site visit?
- c. Describe any applicable training or certification your sales representatives receive.
- d. Describe how your firm's sales representative will determine footwear needs based upon employee's job duties.
- e. Describe how your firm will supply those products not readily available on the mobile unit.
- f. List the designated distributor(s) available and their location within the State of Missouri.
- g. Describe how your firm will handle exchanges, replacement, adjustments and/or concerns.
- h. Describe any additional warranties offered by your firm.

**Delivery Requirements**

- a. Provide a complete description of the mobile unit used by your firm. This shall include but not be limited to occupancy limits, sizing area accommodations, inventory volume, etc. A photograph of the unit(s) to be used is desired but not required.
- b. Describe the number, types, sizes and widths of shoe/boot products available on the mobile unit.
- c. Describe the number, type and location of mobile units your firm has available to meet the needs of this RFP should your firm be selected for contract award.
- d. Describe how your firm will handle the scheduling of site visits upon contract award and for any potential renewal periods.

#### **Billing Requirements**

- a. Provide a sample employee sales ticket and describe what will be provided to the employee at the time of transaction completion.
- b. Provide a sample of the monthly invoice and summary report to be submitted to the Department for payment in accordance with this RFP.

#### **Additional Information**

- a. Provide a list of current government contracts held for the products and services described above. This shall include the entity name, contact person name and telephone number and contract execution date. The above information may be shown on the form attached as EXHIBIT B to this RFP or in a similar manner.
- b. Describe any applicable discounts available to MoDOT employees and/or the pricing structure utilized by your firm for the products available for sale in accordance with this RFP.

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.

**EXHIBIT A**

*(Duplicate this page if necessary)*

**FIRM'S PRIOR EXPERIENCE**

**PRIOR SERVICES PERFORMED FOR:**

\_\_\_\_\_  
Address \_\_\_\_\_

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

Person familiar with Performance \_\_\_\_\_

Title \_\_\_\_\_ Telephone \_\_\_\_\_

Description of Prior Services Performed:

Contract Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Summary of Services Performed:

**PRIOR SERVICES PERFORMED FOR:**

\_\_\_\_\_  
Address \_\_\_\_\_

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

Person familiar with Performance \_\_\_\_\_

Title \_\_\_\_\_ Telephone \_\_\_\_\_

Description of Prior Services Performed:

Contract Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Summary of Services Performed:

**PREFERENCE IN PURCHASING PRODUCTS**

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

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

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

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

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

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

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

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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

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

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

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

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

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.**

**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. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFO/RFP Request Number plainly indicated thereon.
- h. 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 Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. 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.
- c. 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.
- 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

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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 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.

**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

- 2) 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.

**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

**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 Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

### **SPECIAL TERMS AND CONDITIONS**

#### **Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.