

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	1-120808RW
DATE	July 11, 2012

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

August 8, 2012 at 2:00 PM CST

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

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Jefferson City, Missouri

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER:	Robin Warren Sr. General Services Specialist	BUYER TELEPHONE:	573.526.7929
		BUYER EMAIL:	Robin.Warren@modot.mo.gov

SUPPLIES OR SERVICES

The Missouri Department of Transportation (MoDOT) is seeking bids from qualified bidders whom can provide economy, light-duty **Adopt-A-Highway Safety Vest**. Sealed bids will be accepted as described in this bid.

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide economy, light-duty Adopt-A-Highway Safety Vests. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

*****NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____	By (Signature):	_____
Email Address:	_____	Type/Print Name	_____
		Title:	_____

MISSOURI DEPARTMENT OF TRANSPORTATION
LIGHT-DUTY ADOPT-A-HIGHWAY VESTS

RFB 1-120808RW

1. Introduction:

1.1 This solicitation seeks bids from qualified organizations to provide light-duty Adopt-A-Highway (AAH) Safety Vests to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).

2. Term of Contract:

2.1 This contract shall commence from the date of award through August 31, 2013, with the option to renew for two (2) one-year periods. Renewal options are at the sole discretion of MoDOT. If the options for renewal are exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments.

2.2 Renewal Periods – In the event that MHTC exercises its option to renew the contractor for two (2) one-year periods pursuant to the applicable provisions outlined in this document, the contractor shall understand and agree that the MHTC does not automatically grant a price increase at the time of renewing the contract.

3. Quantities:

3.1 The quantities identified in the Pricing Page are estimates only. MoDOT may increase or decrease quantities throughout the contract period.

4. Delivery:

4.1 All deliveries shall be F.O.B. Missouri Department of Transportation, Jefferson City, Missouri, within 30-days upon receipt of order.

5. Specifications and PreApproval of Products:

5.1 All bidders shall carefully review the light-duty AAH Safety Vest specifications and requirements detailed in this solicitation. Also, all bidders need to carefully review the information regarding the pre-approval of the light-duty AAH Safety Vests on Page 5.

6. RFB Timeline:

Issue Bid Documents:	July 11, 2012
Request For Pre-Approval Products Submission Deadline:	July 23, 2012
Anticipated Addendum Issued:	July 26, 2012
Date Bids are Due to MoDOT:	August 8, 2012

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

7. Non-Exclusivity:

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

MISSOURI DEPARTMENT OF TRANSPORTATION
LIGHT-DUTY ADOPT-A-HIGHWAY VESTS

RFB 1-120808RW

8. Invoicing and Payment Requirements:

- 8.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 8.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 8.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

9. Bid Submission:

- 9.1 All bids must be received at the following address no later than **August 8, 2012, at 2:00 p.m., CDT.**

RFB Coordinator:
Missouri Department of Transportation
General Services – Procurement Division
Attn: Robin Warren

P.O. Box 270
Jefferson City, MO 65102

Mailing Address

830 MoDOT Drive
Jefferson City, MO 65109

Physical Address

- 9.2 All bids must be received in a sealed package clearly marked “**1-120807RW – AAH Safety Vests**”
- 9.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 9.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 9.5 **Cost Determination** – The low bid shall be determined by reviewing each bidder’s firm, fixed prices listed on the pricing page for Bid Item 1 and 2.
- 9.6 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
 - a. Award of this bid will be made on an “ALL or NONE” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

MISSOURI DEPARTMENT OF TRANSPORTATION
LIGHT-DUTY ADOPT-A-HIGHWAY VESTS

RFB 1-120808RW

MoDOT LIGHT-DUTY ADOPT-A-HIGHWAY VESTS SPECIFICATIONS

The following specifications outlined below are to establish a term contract for light-duty AAH Vests.

GENERAL REQUIREMENTS

1. The light-duty AAH Vests must have side adjustment with horizontal hook and loop closure and front closure with horizontal hook and loop.
2. The light-duty AAH Vests must be fluorescent orange in color and meet the ANSI/ISEA 107-2010 Class 2 Standards. The reflective striping may vary in color as long as it meets the ANSI/ISEA 107-2010 Class 2 Standards.
3. The light-duty AAH Vests must have a label on the garment stating ANSI/ISEA 107-2010 compliant.
4. The light-duty AAH Vests *shall show careful workmanship* and shall be free from ragged edges, surface blemishes, loose stitches, uneven seams or other defects, which could make them unsuitable for the intended use.
5. The light-duty AAH Vests must be ONE SIZE FITS MOSTS, with adjustable straps.

OPTIONAL PRINTING REQUIREMENTS

MoDOT may request printing on the back of each vest to read, "Adopt-A-Highway Volunteer". The cost for printing will be a factor in determining award.

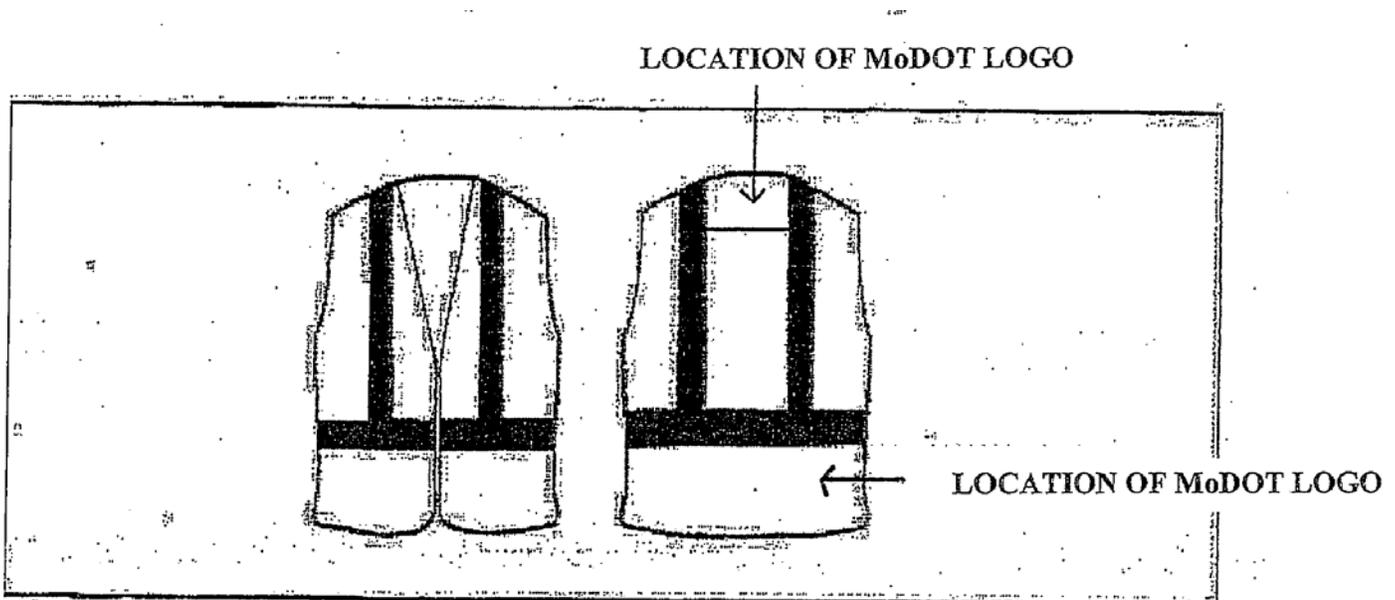
The logo will be provided by MoDOT, in the form of camera-ready art. The logo shall be imprinted in black. The logo must be permanent and not transfer, peel, or fade during storage or use of the vest. The approximate sizes are provided below. The logo size may vary depending on the vest selected for award. MoDOT will provide exact sizes at the time of award. At the discretion of MoDOT, either of the printing options, provided below, will be accepted.

The logo shall include a screen-printed (*no embroidery will be accepted*). Such logo shall be:

Option 1

"Adopt-A-Highway" centered on the mid to lower back above the reflective striping and "Volunteer" centered on the bottom of the vest, below the reflective striping. The sizes of these logos are:

- "Adopt-A-Highway" approximate size: 8 ½" x 4 ½"
- "Volunteer" approximate size: 12" x 2"



MISSOURI DEPARTMENT OF TRANSPORTATION
LIGHT-DUTY ADOPT-A-HIGHWAY VESTS

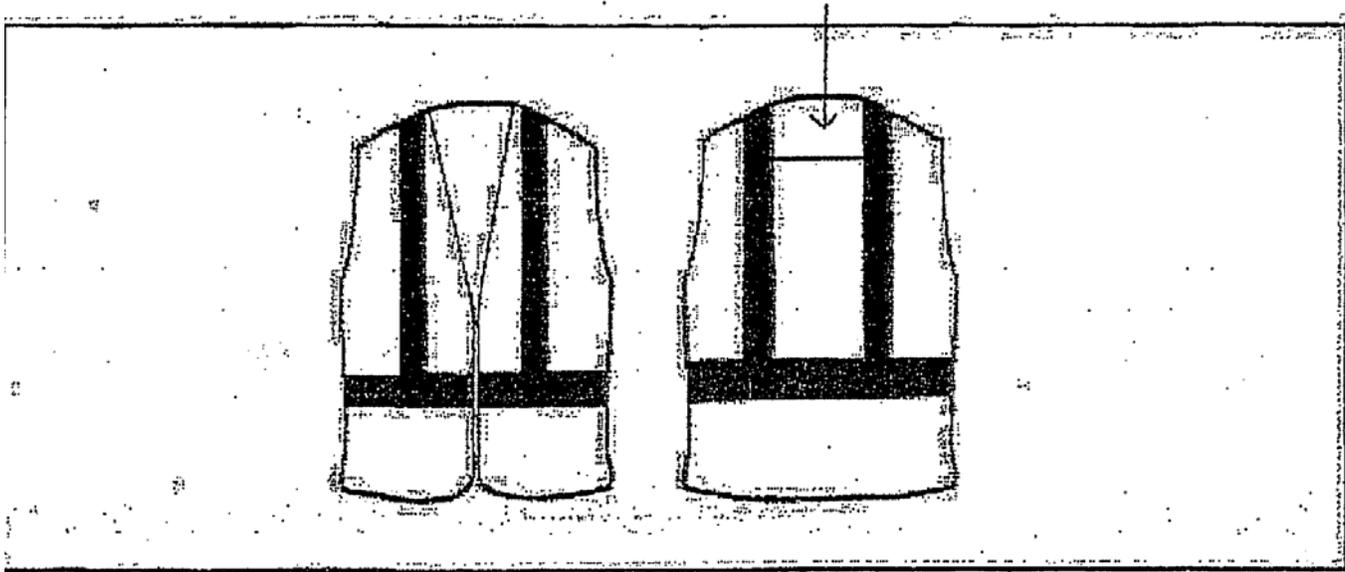
RFB 1-120808RW

Option 2

“Adopt-A-Highway Volunteer” centered on the mid to lower back above the reflective striping. The sizes of these logos are:

- “Adopt-A-Highway Volunteer” approximate size: 8 ½” x 6 ½”

LOCATION OF MoDOT LOGO



PACKAGING:

The light-duty AAH Vests shall be packaged either as individually wrapped items or flat packing as noted below. In either case, each box shall contain no more than 25 items.

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

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

MISSOURI DEPARTMENT OF TRANSPORTATION
LIGHT-DUTY ADOPT-A-HIGHWAY VESTS

RFB 1-120808RW

PRE-APPROVAL OF LIGHT-DUTY ADOPT-A-HIGHWAY VESTS

For the purposes of this solicitation, all bidders shall provide the following samples to MoDOT to review and test for adherence to the specified light-duty AAH Vest specifications listed in this solicitation. Samples shall be provided to MoDOT at no charge, will become the property of MoDOT, and will not be returned.

Upon the completion of MoDOT's review of the submitted specifications, an addendum will be issued notifying all interested parties of the light-duty AAH Vests that are qualified, and will thereafter be considered as pre-approved. MoDOT will only accept bids for the pre-approved light-duty AAH Vests as noted in the addendum.

Timeline for Submittal of Samples

The bidders shall submit their samples to the MoDOT buyer of record, at the same address as noted above for receipt of bids, **on or before the end of business July 23, 2012**. MoDOT will not extend the date for submittal of the samples.

Number of Samples to Submit

Submit (1) Adult (One Size Fits Most) Vest. Vest must be equal to or better than (as determined by MoDOT) the specifications noted above. Failure to provide the requested sample will result in the bidder being unable to submit a bid for offering the vests to MoDOT.

Independent Lab Testing

For the purpose of this solicitation, MoDOT requires that each bidder provide a copy of the following independent lab tests/certification performed to certify that the materials used to produce the light-duty AAH Vests truly meet the ANSI/ISEA 107-2010 Class 2 safety standards. Cost(s) of such tests will be the responsibility of the bidder. Lab reports shall be submitted for the following areas:

1. Certification of the light-duty AAH Vest background material.
2. Certification of reflective material, if applicable.

MoDOT reserves the right to request additional testing, in accordance with the ANSI/ISEA 107-2010, of any bidder submitting a bid or during the contract term of the successful bidder. Any subsequent testing will be at the successful bidder's expense.

MISSOURI DEPARTMENT OF TRANSPORTATION
LIGHT-DUTY ADOPT-A-HIGHWAY VESTS

RFB 1-120808RW

LIGHT-DUTY ADOPT-A-HIGHWAY SAFETY VESTS PRICING PAGE

The bidder shall provide a firm, fixed price in the table below for providing the deliverables/services in accordance with the provisions and requirements specified herein. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

ITEM	SIZE:	MANUFACTURER /MODEL #	UNIT OF ISSUE:	EST QTY	UNIT COST:	EXT. COST:
1	Adult (One Size Fits Most)		Each	2500		
2	Optional Printing for Vest		Each	2500		
					TOTAL:	\$

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

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

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

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

Signature

Title

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100.00 per day**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.