

BID FORM

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

REQUEST NO.	5-1008051k		
DATE	July 19, 2010		
PAGE NO.	1	NO. OF PAGES	31

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

2:00 p.m., Local Time, August 5, 2010

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

Various Locations

BUYER: Leann Kottwitz

BUYER TELEPHONE: 573-751-3685

Contract to furnish "Pre-Employment/Post Offer Physicals and /or Annual (Respiratory Clearance) Physicals. With an effective date of "Date of Award and ending September 30, 2011," in accordance with the following pages.

(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: _____
Telephone No.: _____
Fax No.: _____

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

1.1.1 This Request For Bid seeks bids from qualified organizations to provide Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals with an effective contract period of Date of Award through September 30, 2011, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), (hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement Unit, P.O. Box 270, Jefferson City, Mo 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 1320 Creek Trail Drive, Jefferson City, Missouri 65109. All questions regarding the RFB shall be submitted to Ms. Leann Kottwitz. Bids must be returned to the office of Ms. Leann Kottwitz, no later than **2:00 p.m., CDT, August 5, 2010.**

RFB Coordinator: (Physical Address)
Ms. Leann Kottwitz
Missouri Department of Transportation
1320 Creek Trail Drive
Jefferson City, MO 65109

Ms. Leann Kottwitz (Mailing Address)
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
PHONE: 573-751-3685
FAX: 573-526-1218

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

NOTE: The bidder must SIGN and RETURN this page with the bid.

BID

- (1) The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid.
- (2) The bidder agrees to provide the services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.

Authorized Signature of Bidder: _____
Date of Bid: _____
Printed or Typed Name: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
Electronic Mail Address: _____

1.2 General Information:

1.2.1 This document constitutes a request for competitive, sealed bids for the provision of Pre-Employment/Post Offer Physicals as set forth herein.

1.2.2 Organization – This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Pages
- 5) Attachments
- 5) Terms and Conditions

1.2.3 PRE-EMPLOYMENT/POST OFFER PHYSICAL EXAMINATION HISTORY:

In 1992, the Commission authorized the development of physical standards for nineteen (19) physically demanding job titles. The resulting job-specific physical standards were incorporated into nineteen (19) different pre-employment/post offer medical examinations. Since then, that number has increased to approximately one hundred thirty-five (135) different job-specific physical standards.) Applicants are given a conditional offer of employment pending the passing of their job-specific medical examination.

1.2.4 **CLARIFICATION OF REQUIREMENTS:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 (phone) or Leann.Kottwitz@modot.mo.gov (Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., Local Time, July 26, 2010**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. **It is anticipated this addendum will be issued July 29, 2010.** It is the sole responsibility for all bidders to check the website for any and all addendums throughout the procurement process.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor(s) shall provide Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals for Missouri Department of Transportation (hereinafter referred to as MoDOT) job applicants in accordance with the requirements and provisions specified herein. Unless otherwise stated, the contractor(s) shall not deviate from the requirements specified herein.
- 2.1.2 The contractor(s) shall provide Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals on an as needed, if needed basis and to the sole satisfaction of MoDOT.
- 2.1.3 The contractor(s) shall provide all health care professionals, services, materials, equipment, and supplies for the purpose of providing Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals.
- 2.1.4 The contractor(s) shall be board certified/board eligible or have at least three (3) years of experience in occupational medicine.

2.2 Specific Requirements:

- 2.2.1 The contractor(s) shall provide Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals for MoDOT's job applicants who are located in various regions throughout the State of Missouri, based on MoDOT job specific protocols.
- 2.2.2 Within two (2) working days of MoDOT's request, the contractor(s) shall provide Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals in accordance with the established guidelines and procedures, and by using customized forms as developed by MoDOT. Such guidelines and procedures shall include, but not be limited to:
 - a. Obtaining consent forms.
 - b. Obtaining MoDOT specific medical history and documenting the medical history on MoDOT's form(s).
 - c. Performing comprehensive medical physical tests on Pre-Employment/Post Offer candidates for MoDOT's physically demanding and non-physically demanding jobs. Comprehensive medical physical tests shall include, at a minimum, the following:
 - 1) Heart rate, pulse
 - 2) Blood pressure
 - 3) Audiometric Testing or Forced Air Whisper test
 - 4) Static grip strength evaluation
 - 5) Vision, including color vision and depth perception
 - 6) Height and Weight
 - 7) Dipstick urinalysis
 - 8) Musculoskeletal evaluation, which shall include:
 - √ Posture
 - √ Flexibility
 - √ Reflexes
 - √ Strength
 - √ Palpation
 - √ Joint Integrity
 - d. Providing uniform reporting of Pre-Employment/Post Offer Physical and/or Annual (Respiratory Clearance) Physicals results. Such shall include, but not be limited to all medical documentation associated with the physical examination, (e.g.: lab tests, hearing tests, pulmonary function, etc).

- e. Providing any other form of communication as deemed beneficial by MoDOT in order to provide the services specified herein.
- 2.2.3 The contractor(s) shall submit all reports related to the contract to MoDOT through the Central Office Risk and Benefits Management Division.
- a. The "Certificate of Examination" shall be faxed to the appropriate District or the Central Office Human Resources Division.
- 2.2.4 The contractor(s) shall coordinate all services with MoDOT's Central Office, Division of Risk and Benefits Management.
- 2.2.5 The contractor(s) must be capable of providing drug collection in accordance with Department of Health and Human Services (DHHS) guidelines for Federal Department of Transportation (DOT) required pre-employment/post offer testing.
- 2.2.6 Within eight (8) business hours of the completion of services, the contractor shall fax the results of the physical(s) to MoDOT's Central Office-Risk and Benefits Management Division.
- 2.2.7 The contractor(s) shall not provide any additional services to any MoDOT job applicants beyond the requirements specified herein.
- 2.2.8 The contractor(s) shall not use or disclose, at any time during or after the termination of the contract, any information discovered or developed without the express written consent of MoDOT.
- 2.2.9 The contractor(s) must monitor the quality of services provided, and take the necessary steps to ensure that only MoDOT approved services are being performed.
- 2.2.10 The contractor(s) must cooperate in periodic and/or random audits which may be required and authorized by MoDOT, the State Auditor's Office, or any other party authorized by MoDOT. The contractor(s) will be given reasonable notification (at least one week before the audit). The contractor(s) shall participate in audits at no additional charge to MoDOT.

2.3 Annual (Respiratory Clearance) Physicals:

MoDOT performs yearly physicals on employees in positions that may expose them to hazardous environmental and/or dangerous work areas. Due to this possible exposure, MoDOT utilizes the testing outlined in the Occupational Safety and Health Act (OSHA) Lead Standard and Respirator Standard.

- 2.3.1 MoDOT estimates, but in no way guarantees, that approximately 200 participants statewide may require annual (respiratory clearance) physicals on the scheduled dates specified elsewhere herein.
- 2.3.2 The contractor's employees providing services must be licensed by the appropriate licensing board in the State of Missouri, in accordance with the State of Missouri statutes (i.e., Chapter 334 RSMo). Such license must be held in good standing throughout the duration of the contract period. The contractor shall also provide audiometric technicians and Type B certified readers holding the appropriate OSHA required certifications.
- a. Upon request, the contractor must provide MoDOT with copies of such professional license(s) and/or certifications.
- 2.3.3 The contractor must submit the OSHA Respirator Medical Evaluation Questionnaire to MoDOT (refer to Attachment C for a sample of the questionnaire).

2.3.5 The contractor shall perform annual (respiratory clearance) physicals which shall include collecting/obtaining one or more of the following specimens/components:

- a. Blood chemistry fasting profile, i.e. calcium, phosphate, uric acid, globulin, alb/glob, t. bilirubin, d. bilirubin, SGOT, SGPT, sodium, potassium, LDL, HDL, cholesterol, g-glut. Trans., magnesium, CBC's (WBC, RBC, HBC, HCT, MCV, MCH, and MCHC), Differential (POLY, LYMPH, MONO, EOS, BASO, and Platelets), triglycerides, bilirubin, chloride, glucose, bun, total protein, albumin, alkaline phosphatase, LDH, creatinine (bun/creat), A/G ratio, and iron;
- b. Provide detailed occupational health and work history with summary reports which shall include height/weight screens;
- c. Blood pressure screen;
- d. Pulmonary function: includes measurements of participant's forced vital capacity (FVC) and forced expiratory volume at one second (FEV₁). In accordance with OSHA Std. 29 CFR 1910.134;
- e. Vision (farsighted, nearsighted, color perception, peripheral, and depth perception). In accordance with DOT physical testing requirements;
- f. Blood Lead: OSHA reference 0 – 50 ug/dl (OSHA Std. 29 CFR 1926.62);
- g. Hearing: In accordance with OSHA Std. 29 CFR 1910.95, Audiometric test shall be performed by a licensed/certified audiologist, otolaryngologist, or technician certified by the Council of Accreditation in Occupational Hearing Conservation. All audiograms obtained pursuant to this section shall meet the requirements of Appendix C "Audiometric Measuring Instruments", as noted in OSHA Std. 29 CFR 1910.95;
- h. Zinc Protoporphyrin (ZPP) blood work: OSHA Reference 0 – 79 ug/dl (OSHA Std. 29 CFR 1926.62);
- i. Chest X-Ray: These will occur every other year beginning in 2011, unless a physician deems it medically necessary based on medical history or the opinion of a physician. X-rays were completed this year and will not be due until 2011 and every other year after that. Must use a 14 X 17 or a reasonably standard sized Posterior-Anterior Chest x-ray. Must be interpreted by a board eligible/certified radiologist or experienced physician with known expertise in pneumoconiosis and must have immediately available for reference a complete set of the ILO-U/C International Classification of Radiographs for Pneumoconiosis, 1980. In accordance with OSHA Std. 29 CFR 1910.1001;
- j. EKG – 12 lead.
- k. Computerized detailed Occupational Respiratory disease (asbestos and hazardous materials participants) history with summary reports;
- l. Heavy Metals in urine and blood for approximately eight (8) participants: Urine tests include – Creatinine Urine (EDTA), Creatinine Urine (TRIS), Beta-2 Microglobulin UR 0-160 ug/l, Beta-2 Microglobulin CRT 0-300 ug/g crt, Cadmium Urine panel (Cadmium Urine, cadmium specific gravity 0.0 –15, cadmium ug/g creatinine 0.0 – 3.0). Blood tests include Cadmium blood (0.0 – 5 ug/l blood) Cadmium blood (0.0 – 1.5 ug/g blood);
- m. Urinalysis: Includes Appearance, Color, P.H., Specific Gravity, Bilirubin, Ketones, Proteins, Crystals, Glucose, Blood, WBC, RBC, Casts, Bacteria, Epithelial, and Yeast; and
- n. PCB's blood and urine.

(NOTE: Refer to Attachment E, "Blood Chemistry, Urinalysis, etc., Reference Criteria", for additional information.)

- 2.3.6 In the event a specimen(s) is rendered un-usable due to contractor error, the contractor must collect/obtain an additional specimen(s) from the subject participant(s) at no additional cost to MoDOT.
- 2.3.7 The contractor shall notify MoDOT immediately by telephone if a critical health issue is discovered as a result of the physical.
- 2.3.8 The contractor shall insure that all annual (respiratory clearance) physicals are provided in compliance with 19 CSR 20-20. (To view 19 CSR 20-20, go to the following link:
http://www.sos.mo.gov/adrules/csr/current/19csr/19c20_20.pdf).

 - a. The contractor shall insure the contractor's laboratory provides all blood levels to the Missouri Department of Health and Senior Services, which shall additionally include the employee name, home address, and zip code.

- 2.3.9 In the event the contractor elects to provide additional health promotional or educational brochures, the contractor may do so at no additional cost to MoDOT
- 2.3.10 The contractor must maintain all original annual (respiratory clearance) physicals and laboratory results at the contractor's office site for a minimum of five (5) years from the last date of service.

2.4 Additional Requirements:

- 2.5.1 The contractor(s) shall consult with MoDOT regarding any issues/problems involved with the administration of the services specified herein.
- 2.5.2 The contractor(s) shall understand and agree that MoDOT shall at all times have the right to audit any and all records pertaining to the services specified herein.

2.6 Liquidated Damage Requirements:

- 2.6.1 The contractor(s) shall agree and understand that the Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals, in accordance with the requirements stated herein, is considered critical to the efficient operations of the MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor(s) fails to comply with the contractual requirements, the contractor(s) shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - a. In the event the contractor(s) fails to provide the specified services for the Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals in accordance with the contractual requirements specified herein, the contractor(s) shall be assessed liquidated damages in the amount of \$100.00 per day for each such delinquent day.
 - b. The contractor(s) shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor(s) or paid by the contractor(s) as a direct payment to MoDOT, at the sole discretion of the MoDOT.
 - c. The contractor(s) shall understand that the liquidated damages described herein shall not be construed as a penalty.

- d. The contractor(s) shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.7 Invoicing and Payment Requirements For "Pre-Employment/Post Offer Physicals/ Annual (Respiratory Clearance) Physicals:

- 2.7.1 The contractor(s) shall submit an itemized invoice to the following address for services provided to MoDOT:

MoDOT
Risk & Benefits Management
Danielle Thomas
P.O. Box 270
Jefferson City, Missouri 65102

- 2.7.2 The contractor(s) shall not invoice more than two (2) times monthly for the services provided to MoDOT.
- 2.7.3 The contractor(s) shall not invoice federal excise tax unless otherwise required under federal law or regulation.
- 2.7.4 The contractor(s) shall be paid in accordance with the firm, fixed prices specified on the Pricing Page of this document for all services performed satisfactorily, and in accordance with the contractual requirements specified herein.
- 2.7.5 The contractor(s) shall understand and agree that payment for all supplies and/or services required herein shall be made in arrears.
- 2.7.6 The contractor(s) shall be reimbursed for pre-approved lodging expenses and for meals that are verified with an original itemized receipt.
- 2.7.7 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor(s) for any reason whatsoever.

2.8 Other Contractual Requirements:

- 2.8.1 **Contract Period:** The original contract period shall be from the date of contract award to September 30, 2011. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. MoDOT shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.8.2 **Renewal Periods:** If the option for renewal is exercised by MoDOT, the contractor(s) shall agree that the prices stated in the original contract shall not be increased in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided then prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

- 2.8.3 **Coordination:** The contractor(s) shall fully coordinate all contract activities with those activities of MoDOT. As the work of the contractor(s) progresses, advice and information on matters covered by the contract shall be made available by the contractor(s) to MoDOT throughout the effective period of the contract.
- 2.8.4 **Release to Public:** No material or reports prepared by the contractor(s) shall be released to the public without the prior consent of a MoDOT representative.
- 2.8.5 **Confidentiality:** The contractor(s) shall not disclose to third parties confidential factual matters provided by MoDOT except as may be required by statute, ordinance, or order of court, or as authorized by MoDOT. The contractor(s) shall notify MoDOT immediately of any request for such information.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked "Pre-Employment/Post Offer Physicals and/or Annual (Respiratory Clearance) Physicals".
- 3.1.2 The original and three (3) copies of your sealed bid must be received on or before **2:00 p.m., CDT, August 5, 2010** at the office of:

The Missouri Department of Transportation (Physical Address)
General Services – Procurement Division
Attn: Leann Kottwitz
1320 MoDOT Drive
Jefferson City, MO 65109

The Missouri Department of Transportation (Mailing Address)
General Services – Procurement Division
Attn: Leann Kottwitz
P.O. Box 270
Jefferson City, MO 65102

The Following Applies Only To The Bidders Submitting A Bid On The Pre-Employment/Post Offer Physicals.

- 3.1.3 MoDOT intends to enter into one (1) year contracts, with three (3) potential renewal periods, with multiple bidders located throughout the state to provide Pre-Employment/Post Offer Physicals.
- 3.1.4 In addition to pricing, the bidder should supply the following information:
- a. List of bidder's experience in offering Pre-Employment/Post Offer Physicals during the past twelve (12) months. Such list should include name, title and telephone number of at least two (2) clients within the past twelve (12) months.
 - a. Name, location, telephone number, fax number and email address of the primary contact person for the bidder.
 - b. Name(s) of all personnel being proposed to provide Pre-Employment/Post Offer Physicals.
 - c. Copies of current certifications for Federal DOT specimen collection, Breath Alcohol Technician Certification, Missouri Medical Licensure, Audiometric Technician Certification of the use of an audiogram for hearing tests, etc., for all employees being proposed to conduct Pre-Employment/Post Offer Physicals.
 - d. Copies of board certified/eligible certification documents or submit documents that indicate that your firm has at least three (3) years of experience in occupational medicine.
 - e. Documentation outlining specified hours of availability for physical exams and medical evaluations.
 - g. Documentation outlining bidder's ability to do drug collection in accordance with Department of Health and Human Services (DHHS) guidelines for Federal Department of Transportation (DOT) required pre-employment/post offer testing.

3.2 Contract Award and Use of Contracted Services:

- 3.2.1 Contract awards shall be based on the bidder meeting the business and licensing criteria published as a part of this document. However, the right is reserved to reject any and all pricing submittals or award the contracts based on the best interest of MoDOT.
- 3.2.2 MoDOT reserves the right to reissue this document at any time throughout the contract period in order to obtain the services of additional pre-employment/post-offer service bidders located throughout the State of Missouri.
- 3.2.3 MoDOT does not guarantee that a contract award will result in MoDOT using the services provided by the bidder.
- 3.2.4 Use of bidder services will be determined by the geographical proximity of the job applicant's home address to the bidder's business location, as follows:
 - a. The bidder with a business site closest to the applicant's home address will receive the purchase order to provide the contracted services. If the bidder cannot provide the listed services within the time period specified by the MHTC, the bidder with the next closest geographic proximity to the applicant's home address will receive the purchase order. This selection process will continue until an available service bidder is located.
 - b. In the event there are two (2) or more bidders within a ten (10) mile radius of the applicant's home address, the decision on which bidder will be chosen to provide the contracted services shall reside with MoDOT's program designee.

The Following Applies Only To The Bidders Submitting A Bid On The Annual (Respiratory Clearance) Physicals.

- 3.2.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

4. PRICING PAGE

4.1 The bidder shall provide firm, fixed, prices for the original contract period and maximum prices for the renewal periods in the table below for services provided in accordance with the provisions and requirements specified herein. In addition, the bidder must indicate in the table below the Current Procedural Terminology (CPT) code to be used to bill for each component of the physical, and the applicable firm, fixed discounted prices.

Line Item #	Component	CPT Code	Original Contract Period <i>Firm, Fixed Discounted Price</i>	1 st Renewal Period <i>Maximum Price</i>	2 nd Renewal Period <i>Maximum Price</i>	3 rd Renewal Period <i>Maximum Price</i>
1	Medical Health History					
2	Physical					
3	Snellen Vision Test – including testing for color blindness					
4	Audiometric Testing					
5	Sense of Smell Test					
6	Blood Lead Testing with Zinc Protoporphyrin					
7	Chest x-ray					
8	EKG					
9	Pulmonary Function					
10	Urinalysis (dip test)					
11	Range of Motion Testing					
12	Total Cholesterol/ HDL					
13	Stress EKG					
14	DOT drug specimen collection (urine)					
15	Non-DOT drug specimen collection (urine)					
16	Respirator Fit Test					

4.2 The bidder shall circle below which district(s) the bidder’s services are being proposed. (Districts are identified on Attachment A – State of Missouri Map.)

District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
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NOTE: Should the annual issuance of the CPT schedule be delayed, in either publishing or distribution, the prices stated herein shall be used for any extensions of contracted services until such time the annual CPT schedule becomes available for use. At that time, the contractor(s) will be notified to submit pricing for services for the next contract period, as well as any other documentation requested by MoDOT. Depending on circumstances, MoDOT will attempt to limit the contract extension to no more than two (2) months.

FIRM NAME: _____

ADDRESS: _____

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

Authorized Signature of Bidder: _____

Printed or Typed Name: _____

5. PRICING PAGE

5.1 Annual Respiratory Clearance Physicals - The bidder shall provide firm, fixed prices in the table below for the original contract period and maximum prices for the renewal option periods for providing the services specified herein. All costs associated with providing the services specified herein shall be included in the prices listed below.

5.2 The Pricing Page must be completed, signed, and returned with the bidder's bid in order for the bid to be considered for award.

Line Item	Health Screening Test	Original Contract Period <i>(Firm, fixed price, per each)</i>	1 st Renewal Period <i>(Maximum price, per each)</i>	2 nd Renewal Period <i>(Maximum price, per each)</i>	3 rd Renewal Period <i>(Maximum price, per each)</i>
001	Blood chemistry fasting profile, i.e. calcium, phosphate, uric acid, globulin, alb/glob, t. bilirubin, d. bilirubin, SGOT, SGPT, sodium, potassium, LDL, HDL, cholesterol, g-glut. Trans., magnesium, CBC's (WBC, RBC, HBC, HCT, MCV, MCH, and MCHC), Differential (POLY, LYMPH, MONO, EOS, BASO, and Platelets), triglycerides, bilirubin, chloride, glucose, bun, total protein, albumin, alkaline phosphatase, LDH, creatinine (bun/creat), A/G ratio, and iron	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
002	Detailed occupational health and work history with summary reports which shall include height/weight screens	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
003	Blood Pressure Screen	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
004	Pulmonary Function includes measurements of participant's forced vital capacity (FVC) and forced expiratory volume at one second (FEV ₁). In accordance with OSHA Std. 29 CFR 1910.134	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
005	Vision Screen to include testing for farsightedness, nearsightedness, color blindness, peripheral, and depth perception. In accordance with DOT physical testing requirements	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

006	Blood Lead: OSHA reference 0 – 50 ug/dl (OSHA Std. 29 CFR 1926.62)	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
007	Hearing Screen: In accordance with OSHA Std. 29 CFR 1910.95, audiometric test shall be performed by a licensed/certified Audiologist, Otolaryngologist, or technician certified by the Council of Accreditation in Occupational Hearing Conservation. All audiograms obtained pursuant to this section shall meet the requirements of Appendix C – Audiometric Measuring Instruments	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
008	Zinc Protoporphyrin (ZPP) blood work: OSHA Reference 0 – 79 ug/dl (OSHA Std. 29 CFR 1926.62)	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
009	Chest X-Ray: Must use a 14 X 17 or a reasonably standard sized Posterior-Anterior Chest x-ray and must be read by a Type B reader only. Must be interpreted by a board eligible/certified radiologist or experienced physician with known expertise in pneumoconiosis and must have immediately available for reference a complete set of the ILO-U/C International Classification of Radiographs for Pneumoconioses, 1980. In accordance with OSHA Std. 29 CFR 1910.1001	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
010	EKG – 12 lead.	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
011	Heavy Metals in urine and blood for approximately 6 participants: Urine tests include – Creatinine Urine (EDTA), Creatinine Urine (TRIS), Beta-2 Microglobulin UR 0-160 ug/l, Beta-2 Microglobulin CRT 0-300 ug/g crt, Cadmium Urine panel (Cadmium Urine, cadmium specific gravity 0.0 –15, cadmium ug/g creatinine 0.0 – 3.0). Blood tests include Cadmium blood (0.0 – 5 ug/l blood) Cadmium blood (0.0 – 1.5 ug/g blood)	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>
012	Urinalysis includes Appearance, Color, P.H., Specific Gravity, Bilirubin, Ketones, Proteins, Crystals, Glucose, Blood, WBC, RBC, Casts, Bacteria, Epithelial, and Yeast	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

013	PCB's blood and urine	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>	\$ _____ <i>per each</i>

Authorized Signature of Bidder: _____

Printed or Typed Name: _____

ATTACHMENT B

FORMAT FOR INDIVIDUAL HEALTH PHYSICAL REPORTS

MISSOURI DOT - MO

Dear Employee,

Recently you participated in medical screening through your company's medical surveillance program. Your company takes great pride in providing this service to its employees and assisting you in monitoring and maintaining good health and wellness. Continuing good health is a valued asset not to be taken for granted.

Attached you will find the results of your recent health screening. We strongly suggest that you contact your personal physician in regards to these results to discuss any abnormalities and further follow up if needed.

I would like to take this opportunity to thank you for your participation in this most recent health screening program. We welcome any comments or suggestions you may have that would enable us to enhance our services and products, not just for your company as a whole, but for you as an individual.

Sincerely,

President

ATTACHMENT C

Sec. 1910.134: OSHA Respirator Medical Evaluation Questionnaire (Mandatory)

To the employer: Answers to questions in Section 1, and to question 9 in Section 2 of Part A, do not require a medical examination.

To the employee:

Can you read (circle one): Yes/No

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section 1. (Mandatory): The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Today's date: _____
 2. Your name: _____
 3. Your age (to nearest year): _____
 4. Sex (circle one): Male/Female
 5. Your height: _____ ft. _____ in.
 6. Your weight: _____ lbs.
 7. Your job title: _____
 8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code): _____
 9. The best time to phone you at this number: _____
 10. Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes/No
 11. Check the type of respirator you will use (you can check more than one category):
 - a. _____ N, R, or P disposable respirator (filter-mask, non-cartridge type only).
 - b. _____ Other type (for example, half- or full-facepiece type, powered-air purifying, supplied-air, self-contained breathing apparatus).
 12. Have you worn a respirator (circle one): Yes/No
- If "yes," what type(s): _____
- _____

Part A. Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Do you **currently** smoke tobacco, or have you smoked tobacco in the last month: Yes/No

2. Have you **ever had** any of the following conditions?

- a. Seizures (fits): Yes/No
- b. Diabetes (sugar disease): Yes/No
- c. Allergic reactions that interfere with your breathing: Yes/No
- d. Claustrophobia (fear of closed-in places): Yes/No
- e. Trouble smelling odors: Yes/No

3. Have you **ever had** any of the following pulmonary or lung problems?

- a. Asbestosis: Yes/No
- b. Asthma: Yes/No
- c. Chronic bronchitis: Yes/No
- d. Emphysema: Yes/No
- e. Pneumonia: Yes/No
- f. Tuberculosis: Yes/No
- g. Silicosis: Yes/No
- h. Pneumothorax (collapsed lung): Yes/No
- i. Lung cancer: Yes/No
- j. Broken ribs: Yes/No
- k. Any chest injuries or surgeries: Yes/No
- l. Any other lung problem that you've been told about: Yes/No

4. Do you **currently** have any of the following symptoms of pulmonary or lung illness?

- a. Shortness of breath: Yes/No
- b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline: Yes/No
- c. Shortness of breath when walking with other people at an ordinary pace on level ground: Yes/No
- d. Have to stop for breath when walking at your own pace on level ground: Yes/No
- e. Shortness of breath when washing or dressing yourself: Yes/No
- f. Shortness of breath that interferes with your job: Yes/No
- g. Coughing that produces phlegm (thick sputum): Yes/No
- h. Coughing that wakes you early in the morning: Yes/No
- i. Coughing that occurs mostly when you are lying down: Yes/No
- j. Coughing up blood in the last month: Yes/No
- k. Wheezing: Yes/No
- l. Wheezing that interferes with your job: Yes/No
- m. Chest pain when you breathe deeply: Yes/No
- n. Any other symptoms that you think may be related to lung problems: Yes/No

5. Have you **ever had** any of the following cardiovascular or heart problems?

- a. Heart attack: Yes/No
- b. Stroke: Yes/No
- c. Angina: Yes/No
- d. Heart failure: Yes/No
- e. Swelling in your legs or feet (not caused by walking): Yes/No
- f. Heart arrhythmia (heart beating irregularly): Yes/No
- g. High blood pressure: Yes/No
- h. Any other heart problem that you've been told about: Yes/No

6. Have you **ever had** any of the following cardiovascular or heart symptoms?

- a. Frequent pain or tightness in your chest: Yes/No
- b. Pain or tightness in your chest during physical activity: Yes/No
- c. Pain or tightness in your chest that interferes with your job: Yes/No
- d. In the past two years, have you noticed your heart skipping or missing a beat: Yes/No

- e. Heartburn or indigestion that is not related to eating: Yes/No
- f. Any other symptoms that you think may be related to heart or circulation problems: Yes/No

7. Do you **currently** take medication for any of the following problems?

- a. Breathing or lung problems: Yes/No
- b. Heart trouble: Yes/No
- c. Blood pressure: Yes/No
- d. Seizures (fits): Yes/No

8. If you've used a respirator, have you **ever had** any of the following problems? (If you've never used a respirator, check the following space and go to question 9:)

- a. Eye irritation: Yes/No
- b. Skin allergies or rashes: Yes/No
- c. Anxiety: Yes/No
- d. General weakness or fatigue: Yes/No
- e. Any other problem that interferes with your use of a respirator: Yes/No

9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire:
Yes/No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-facepiece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you **ever lost** vision in either eye (temporarily or permanently): Yes/No

11. Do you **currently** have any of the following vision problems?

- a. Wear contact lenses: Yes/No
- b. Wear glasses: Yes/No
- c. Color blind: Yes/No
- d. Any other eye or vision problem: Yes/No

12. Have you **ever had** an injury to your ears, including a broken ear drum: Yes/No

13. Do you **currently** have any of the following hearing problems?

- a. Difficulty hearing: Yes/No
- b. Wear a hearing aid: Yes/No
- c. Any other hearing or ear problem: Yes/No

14. Have you **ever had** a back injury: Yes/No

15. Do you **currently** have any of the following musculoskeletal problems?

- a. Weakness in any of your arms, hands, legs, or feet: Yes/No
- b. Back pain: Yes/No
- c. Difficulty fully moving your arms and legs: Yes/No
- d. Pain or stiffness when you lean forward or backward at the waist: Yes/No
- e. Difficulty fully moving your head up or down: Yes/No
- f. Difficulty fully moving your head side to side: Yes/No
- g. Difficulty bending at your knees: Yes/No
- h. Difficulty squatting to the ground: Yes/No

- i. Climbing a flight of stairs or a ladder carrying more than 25 lbs: Yes/No
- j. Any other muscle or skeletal problem that interferes with using a respirator: Yes/No

Part B: Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen: Yes/No

If "yes," do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions: Yes/No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: Yes/No

If "yes," name the chemicals if you know them: _____

3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

- a. Asbestos: Yes/No
- b. Silica (**e.g.**, in sandblasting): Yes/No
- c. Tungsten/cobalt (e.g., grinding or welding this material): Yes/No
- d. Beryllium: Yes/No
- e. Aluminum: Yes/No
- f. Coal (for example, mining): Yes/No
- g. Iron: Yes/No
- h. Tin: Yes/No
- i. Dusty environments: Yes/No
- j. Any other hazardous exposures: Yes/No

If "yes," describe these exposures: _____

4. List any second jobs or side businesses you have: _____

5. List your previous occupations: _____

6. List your current and previous hobbies: _____

7. Have you been in the military services? Yes/No

If "yes," were you exposed to biological or chemical agents (either in training or combat): Yes/No

8. Have you ever worked on a HAZMAT team? Yes/No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): Yes/No

If "yes," name the medications if you know them: _____

10. Will you be using any of the following items with your respirator(s)?

- a. HEPA Filters: Yes/No
- b. Canisters (for example, gas masks): Yes/No
- c. Cartridges: Yes/No

11. How often are you expected to use the respirator(s) (circle "yes" or "no" for all answers that apply to you)?:

- a. Escape only (no rescue): Yes/No
- b. Emergency rescue only: Yes/No
- c. Less than 5 hours **per week**: Yes/No
- d. Less than 2 hours **per day**: Yes/No
- e. 2 to 4 hours per day: Yes/No
- f. Over 4 hours per day: Yes/No

12. During the period you are using the respirator(s), is your work effort:

- a. **Light** (less than 200 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of a light work effort are **sitting** while writing, typing, drafting, or performing light assembly work; or **standing** while operating a drill press (1-3 lbs.) or controlling machines.

- b. **Moderate** (200 to 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of moderate work effort are **sitting** while nailing or filing; **driving** a truck or bus in urban traffic; **standing** while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; **walking** on a level surface about 2 mph or down a 5-degree grade about 3 mph; or **pushing** a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.

- 3. **Heavy** (above 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of heavy work are **lifting** a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; **shoveling; standing** while bricklaying or chipping castings; **walking** up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator: Yes/No

If "yes," describe this protective clothing and/or equipment: _____

14. Will you be working under hot conditions (temperature exceeding 77 deg. F): Yes/No

15. Will you be working under humid conditions: Yes/No

16. Describe the work you'll be doing while you're using your respirator(s):

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Name of the first toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the second toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the third toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

The name of any other toxic substances that you'll be exposed to while using your respirator:

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security):

ATTACHMENT D
BLOOD CHEMISTRY, URINALYSIS, ETC. REFERENCE CRITERIA

GENERAL BLOOD CHEMISTRY (Approx. 10 Participants)

LAB STUDY	REFERENCE RANGE
FASTING	Y/N
CALCIUM	8.8 – 10.4
PHOSPHATE	2.3 – 4.6
BUN	8.0 – 23.0
CREATININE (BUN/CREAT)	0.7 – 1.3
URIC ACID	3.0 – 8.1
GLUCOSE	65.0 – 109.0
TOTAL PROTEIN	6.6 – 8.3
ALBUMIN	4.0 – 5.0
GLOBULIN	2.1 – 3.6
ALB/GLOB	1.1 – 2.1
T. BILIRUBIN	0.2 – 1.5
D. BILIRUBIN	0.0 – 0.2
SGOT	5.0 – 43.0
SGPT	5.0 – 60.0
ALKALINE PHOSPHATASE	30.0 – 110.0
LDH	100.0 – 215.0
CHOLESTEROL	120 – 200.0
IRON	50.0 – 180.0
SODIUM	136.0 – 144.0
POTASSIUM	3.6 – 5.1
CHLORIDE	99.0 – 108.0
G-GLUT. TRANS.	5.0 – 80.0
MAGNESIUM	1.5 – 2.5
CBC's	
WBC	3.1 – 11.1
RBC	4.3 – 5.7
HBC	13.3 – 17.0
HCT	38.5 – 50.0
MCV	80.0 – 97.0
MCH	27.4 – 33.5
MCHC	32.0 – 36.0
DIFFERENTIAL	
POLY	42.0 – 81.0
LYMPH	10.0 – 47.0
MONO	0.0 – 10.0
EOS	0.0 – 8.0
BASO	0.0 – 2.0

PLATELETS	140.0 – 390.0
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ATTACHMENT D

SPECIFIC BLOOD CHEMISTRY (Approx. 10 Participants)

LAB STUDY	REFERENCE RANGE
BLOOD LEAD	0 – 50 UG/DL
ZPP (Zinc Protoporphyrin)	0 – 79 UG/DL

GENERAL URINALYSIS (APPROX. 200 PARTICIPANTS)

LAB STUDY	REFERENCE RANGE
APPEARANCE	
COLOR	
P.H.	5.0 – 8.0
SPECIFIC GRAVITY	1.001 – 1.045
BILIRUBIN	NEG
KETONES	NEG
PROTEIN	NEG
CRYSTALS	VARIABLE
GLUCOSE	NEG
BLOOD	NEG
WBC	0 – 5
RBC	0 – 2
CASTS	NEG
BACTERIA	NEG
EPITHELIAL	0 – 5
YEAST	NEG

HEAVY METALS IN BLOOD & URINE (10 PARTICIPANTS)

LAB STUDY	REFERENCE RANGE
CREATININE, URINE	EDTA
CREATININE, URINE	TRIS
BETA-2 MICROGLOBULIN	
BETA-2 Microglobulin, UR	0 – 160 ug/l
BETA-2 Microglobulin, CRT	0 – 300 ug/g crt
CADMIUM BLOOD	
UG/L BLOOD	0.0 – 5 UG/L
UG/G BLOOD	0.0 – 1.5 UG/G
CADMIUM URINE PANEL	
CADMIUM URINE	
CADMIUM SPEC. GRAV.	0.0 – 15
CADMIUM UG/G Creatinine	0.0 – 3.0
PCB's	
	AROCHLOR1254
	AROCHLOR 1260

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 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 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.

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- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

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

Preferences

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

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

Remedies and Rights

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

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

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

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Information and Reports

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

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.