

**BID FORM**

**MISSOURI DEPARTMENT OF TRANSPORTATION**

**GENERAL SERVICES**

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO. **RFB 5-121108LK**

DATE **October 25, 2012**

PAGE NO. **1** NO. OF PAGES **10**

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

**2:00 PM, Local Time, November 8, 2012**

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

**F.O.B. Destinations**

Per District or Central Office Purchase Orders

<b>BUYER:</b>	Leann Kottwitz, Sr. GS Specialist	<b>BUYER TELEPHONE:</b>	(573) 751-3685
<b>BUYER EMAIL:</b>	Leann.Kottwitz@modot.mo.gov		

**SUPPLIES**

This solicitation seeks bids from qualified organizations to provide **Hibiclens/Hibistat** throughout the state of Missouri.

**Note to Respondent:** The bidder must use the firm name under which he/she is registered to do business in the State of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. Failure to use the correct firm name on all bid documents will result in delaying the contract award.

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

*In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within 10 days after receipt of formal purchase order.*

<b>Date:</b>	_____	<b>Firm Name:</b>	_____
<b>Telephone No.:</b>	_____	<b>Address:</b>	_____
<b>Fax No.:</b>	_____		_____
<b>Federal I.D. No.</b>	_____	<b>By (Signature):</b>	_____
<b>Email Address:</b>	_____	<b>Type/Print Name</b>	_____
		<b>Title:</b>	_____

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

**MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI  
Hibiclens/Hibistat**

**Request No.**

**1. Introduction**

- 1.1 The contractor shall provide Hibiclens/Hibistat to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from the Notice to Proceed through October 31, 2013, with the option for two (2) one-year renewal periods.
  - a. Renewal Period - If MoDOT exercises the renewal option, the contractor shall agree to all terms and conditions of this bid and all subsequent amendments. The requirements for future months shall remain the same. MoDOT does not automatically grant a price increase at the time of renewal if increase is granted justification documentation will be required. If MoDOT grants a price increase, the renewal percentage shall be based upon the original contract value.

**2. Quantities**

- 2.1 MoDOT does not guarantee any specific quantities required from the contractor.
- 2.2 MoDOT will issue purchase orders throughout the duration of the contract on an as needed basis.

**3. Delivery**

- 3.1 The contractor shall deliver the products to all MoDOT districts located throughout the state and Central Office as identified by each purchase order.
- 3.2 All orders should be delivered within ten (10) days of receiving a purchase order.
- 3.3 The District Engineer, Division Leaders or their representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 3.4 The contractor should notify the ordering district if they do not expect to meet the delivery requirements.

**4. Award**

- 4.1 Bids will be reviewed to determine if it complies with the mandatory requirements and to determine the lowest and responsive bid.
- 4.2 Items will be awarded on an "All or None" basis.
- 4.3 In the event of tie low bids, MoDOT reserves the right to establish the method used in determining the award.

**5. Bid Submission**

- 5.1 Each bid must be mailed in a sealed package to Ms. Leann Kottwitz, General Services Procurement Unit, P.O. Box 270, Jefferson City, Mo 65102, or hand-delivered in a sealed package to the General Services Procurement Office located at 830 MoDOT Drive, Jefferson City, Missouri 65109. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **2:00 p.m., local time, November 8, 2012.**

**RFB Coordinator:**  
**Ms. Leann Kottwitz, Sr. GS Specialist**  
**Missouri Department of Transportation**  
**830 MoDOT Drive; P.O. Box 270**  
**Jefferson City, MO 65102**  
**PHONE: (573) 751-3685**

- 5.2 All bids must be received in a sealed package clearly marked **“Hibiclens/Hibistat”**.
- 5.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 5.4 **Open Competition/Request for Bid Document**
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

*[Remainder of Page Intentionally Left Blank.]*

6.

**PRICING PAGE**

6.1 The bidder shall provide firm, fixed prices in the tables below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

**HIBICLENS**

CASE OF 12 – 16 OZ

BOTTLES WITH PUMPS

**ORIGINAL CONTRACT PERIOD FIRM FIXED PER CASE PRICE:**

RANGE FOR # OF CASES

1-5 \$ \_\_\_\_\_  
6-10 \$ \_\_\_\_\_  
11-15 \$ \_\_\_\_\_  
16-20 \$ \_\_\_\_\_  
21-25 \$ \_\_\_\_\_  
26-30 \$ \_\_\_\_\_  
31-35 \$ \_\_\_\_\_  
36-40 \$ \_\_\_\_\_  
41-45 \$ \_\_\_\_\_  
46-50 \$ \_\_\_\_\_

CASE OF 4 – 1 GALLON BOTTLES

**ORIGINAL CONTRACT PERIOD FIRM FIXED PER CASE PRICE:**

RANGE FOR # OF CASES

1-5 \$ \_\_\_\_\_  
6-10 \$ \_\_\_\_\_  
11-15 \$ \_\_\_\_\_  
16-20 \$ \_\_\_\_\_  
21-25 \$ \_\_\_\_\_  
26-30 \$ \_\_\_\_\_  
31-35 \$ \_\_\_\_\_  
36-40 \$ \_\_\_\_\_  
41-45 \$ \_\_\_\_\_  
46-50 \$ \_\_\_\_\_

**HIBISTAT TOWLETTES**

CASE OF 8 BOXES - EACH BOX CONTAINS  
50 TOWLETTES

**ORIGINAL CONTRACT PERIOD FIRM FIXED PER CASE PRICE:**

RANGE FOR # OF CASES

- 1-5 \$ \_\_\_\_\_
- 6-10 \$ \_\_\_\_\_
- 11-15 \$ \_\_\_\_\_
- 16-20 \$ \_\_\_\_\_
- 21-25 \$ \_\_\_\_\_
- 26-30 \$ \_\_\_\_\_
- 31-35 \$ \_\_\_\_\_
- 36-40 \$ \_\_\_\_\_
- 41-45 \$ \_\_\_\_\_
- 46-50 \$ \_\_\_\_\_

**PRICE PER EACH**

- HAND PUMP FOR 16 OZ BOTTLE \$ \_\_\_\_\_
- HAND PUMP FOR GALLON BOTTLE \$ \_\_\_\_\_
- HAND WALL DISPENSER \$ \_\_\_\_\_

**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 **original 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.

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**COOPERATIVE AGREEMENT NOTICE**

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Hibiclens/Hibistat** listed in the attached request **#5-121108LK** for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Hibiclens/Hibistat** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_

NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of this form and submit with their bid.)

**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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

**Preferences**

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

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

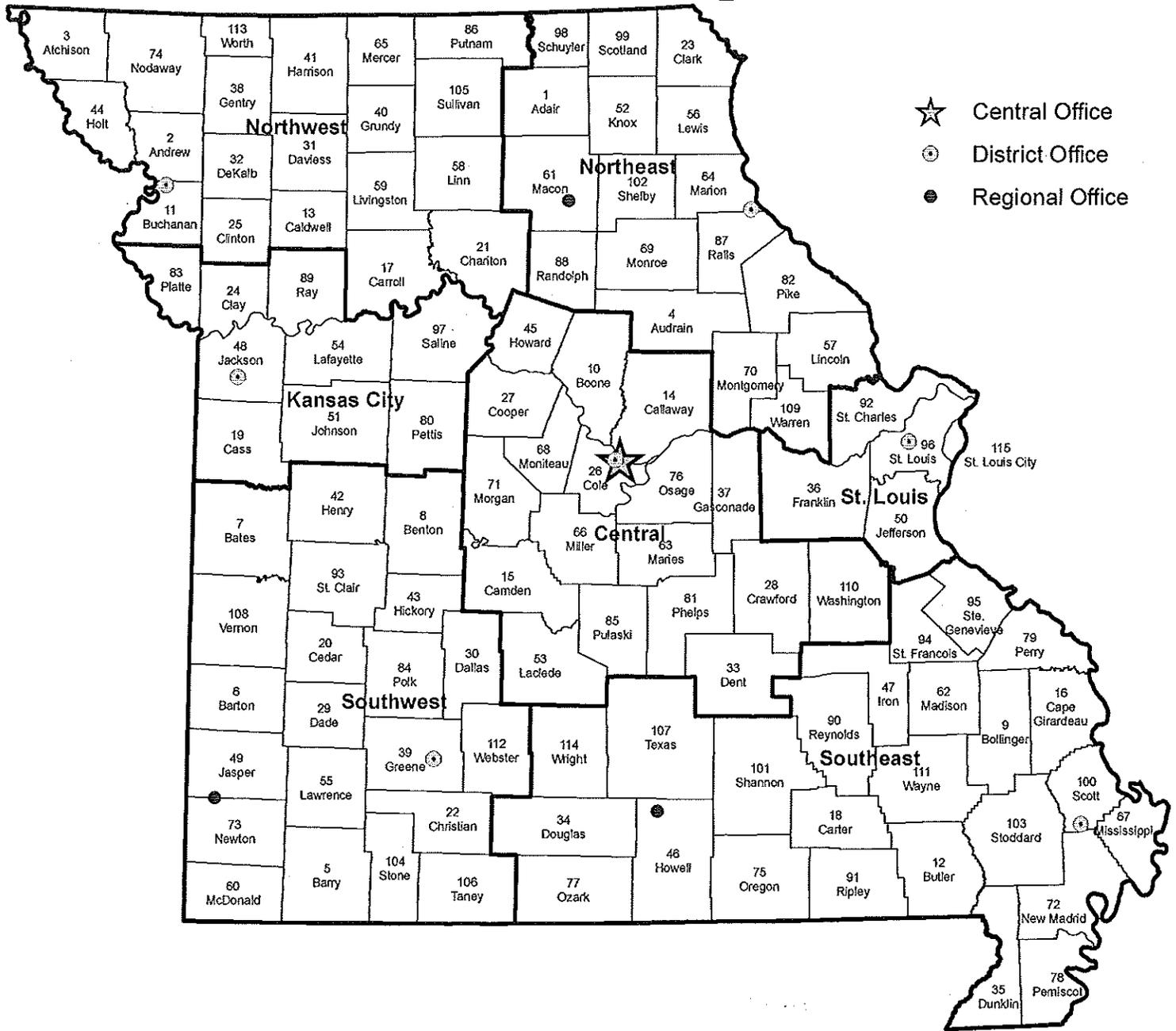
Vendor Name/Mailing Address:  Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address 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:  <i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business</b>.</i>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <u>M/WBE</u> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>.</i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

## Preference Certification

**All bidders must furnish ALL applicable information requested below**

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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
<i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced</b>.</i>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
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 Department of Transportation District Map



County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Marion	64	NE	Platte	83	KC
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Monroe	69	NE	Polk	84	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	NE
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	77	SE	St. Louis	96	SL
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	78	SE	Saline	97	KC
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	79	SE	Schuyler	98	NE
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Pettis	80	KC	Scotland	99	NE
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW				Scott	100	SE
												Shannon	101	SE
												Shelby	102	NE
												Stoddard	103	SE
												Stone	104	SW
												Sullivan	105	NW
												Taney	106	SW
												Texas	107	SE
												Vernon	108	SW
												Warren	109	NE
												Washington	110	C
												Wayne	111	SE
												Webster	112	SW
												Worth	113	NW
												Wright	114	SE
												St. Louis City	115	SL