BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	1-060629		
DATE	June 14, 2006		
PAGE NO.	1	NO. OF PAGES	17

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

2:00 PM, LOCAL TIME, JUNE 29, 2006

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered

Jefferson City, MO 65109

ALL BIDS MUST BE EXTENDED AND TOTALED.

BUYER: FRANKIE J. RYAN **BUYER TELEPHONE:** 573-522-9481

	SUPPLIES OR SERVICES					
	Contract for furnishing **"FIRST AID AND SAFETY SUPPLIES"** for a contract period beginning August 1, 2006 and ending July 31, 2007. **PLEASE SEE ATTACHED PRICING PAGES** **Note to Respondent**: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval. ***VENDOR MUST SIGN AND SUBMIT THIS FORM WITH THE PRICING PAGES***					

(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 quoted within THIRTY (30) days after receipt of formal purchase order.

Date: _____ **Firm Name:** _____

Telephone No.: _____ **Address:** _____

Fax No.: _____ _____

Federal I.D. No. _____ **By (Signature):** _____

Type/Print Name _____

Title: _____

Is your firm MBE certified? ☐ Yes ☐ No **Is your firm WBE certified?** ☐ Yes ☐ No

List all agencies your firm is currently certified with. _____

Form E-103 (Rev. 11-04)

BID SUBMITTAL:

Your written bid must be mailed in ***a sealed*** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document,* at the office of:

Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65102

All documents must be sealed and the outmost wrapping should be clearly marked **"Bid for First Aid and Safety Supplies"**.

PRICES:

Prices MUST remain firm for the entire contract period stated herein.

DELIVERY:

Bids shall be quoted with delivery F.O.B Missouri Department of Transportation at Jefferson City, MO 65109. Bidder agrees to furnish and deliver any or all the items on which prices were quoted within THIRTY (30) after receipt of formal purchase order.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

NON-EXCLUSIVITY:

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

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the two (2) attachments "Preference in Purchasing Products" and "Missouri Domestic Product Procurement Act" must be submitted to this office prior to any contract being awarded for this bid.

PRICING PAGES

(Twelve (12) pages with a total 10 Categories and 57 line items)

Contract for furnishing "First Aid and Safety Supplies" for a **contract period beginning August 1, 2006 and ending July 31, 2007**. COMPLETE AND SUBMIT WITH YOUR SIGNED BID FORM AND OTHER REQUIRED DOCUMENTATION.

NOTE ON QUANTITIES AND BRAND IDENTIFICATION: the quantities shown *are estimated* for the period specified. MoDOT reserves the right to increase or decrease the quantity as needed. *All bids should indicate the Brand & Part Number to be considered.*

CATEGORY 1 – FIRST AID RELATED ITEMS *Items 1 - 19*						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue**	**Unit Price**	**Extended Total**
#1	3453248810 Kit, First Aid, portable, 10-unit capacity, water resistant, with mounting attachments molded into case. To be constructed of polycarbonate material. Each unit shall be stocked with the items and quantities listed on **"ATTACHMENT 1"**.		500	Kit		
#2	3453269811 Tape, adhesive, ½" x min. 90" (2-1/2 yards) per roll, waterproof.		200	Each		
#3	3453269122 Bandage, adhesive, sterile, plastic or cloth, 1" x 3", minimum of 16 per box.		1,300	Box		
#4	3453269490 Bandage, adhesive, knuckle, plastic or cloth, 1-1/2" x 3", sterile, 8 per box.		500	Box		
#5	3453269128 Bandage, adhesive, fingertip, woven, size "med/large", 10 per box.		500	Box		
#6	3453269134 Bandage, triangular, approx. 40" x 40" x 56", with 2 safety pins, 1 per box.		100	Each		
#7	3453269586 Bandage, compress, 2" x 2", sterile, individually wrapped, 6 per box.		100	Box		
#8	3453269588 Bandage, compress, 4" x 4", sterile, 2 per box.		200	Box		
#9	3453269062 Wipes, antiseptic, sterile, 1" x 1" pad saturated with antiseptic solution, 10 individually packaged pads per box.		500	Box		

#10	3453269806 Pad, medicated, for temporary relief of pain & itching from minor insect bites, sterile, 10 disposable packets per box.		400	Box		
#11	3453269460 Wipes, PVP Iodine, topical antiseptic – germicide, 12 individually wrapped packets per box.		200	Box		
#12	3453269576 Ointment, triple antibiotic, sterile, in disposable foil packets, .5 gram per packet, 10 packets per box.		500	Box		
#13	3453269140 Burn gel, approximately 4 oz. bottle, for fast relief of minor burns. WaterJel #BJ4-24 or functional equivalent.		300	Bottle		
#14	4851329100 Instant hand sanitizer, approximately 2 oz. bottle, kills 99.99% of common germs, use with or without towels or water, leaves no stickiness or residue on the skin. Purell Instant Hand Sanitizer or functional equivalent.		400	Each		
#15	3453269347 Eye wash, sterile, single-use, approximately 1 oz. per bottle, approximately 144 bottles per case.		1,000	Bottle		
#16	3453269334 Gloves, surgical, disposable, each pair to be individually packaged **with 2 gloves per package**, for use in first aid kits.		2,000	Pair		
#17	3453269894 Tweezers and scissors, disposable, each box to contain 1 of each.		100	Box		

#18	3453269567 CPR Microshield, clear, disposable - singe use only, with one-way valve, individually packaged.		200	Each		
#19	3453269218 Cold pack, instant, single use only, approximately 4" x 6" when opened, 1 per box.		200	Each		
#20	3453269160 Blanket, rescue, thermal, aluminized, approximately 52" x 84", 1 per box.		100	Each		
#21	3453269125 Burn gel, individual packet, approximately 1/8 oz. per packet, for first aid use on minor burns, sunburn, cuts, scrapes and abrasions. ***To be packaged 25 packets per box***		600	Packet		
					TOTAL for Category 1 - items 1 thru 21:	**$**

CATEGORY 2 – SUNSCREEN ***Items 22-23***						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#22	3456476200 Sunscreen, SPF 30, cedar scented, sweat proof, waterproof, 4 oz. bottle, Degil Croc Bloc #CB120 ***or approved functionally equivalent.***		1,200	Bottle		
#23	3456476210 Sunscreen, toweletts, SPF 30, cedar scented, sweat/water resistant, package size approximately 2.5" x 5", approximately 25 individually wrapped packets per box, Sun X Sunscreen ***or approved functionally equivalent.*** **Price will be per individually wrapped packet.**		15,000	Packet		
					TOTAL for Category 2 - items 22 and 23	**$**

CATEGORY 3 – REPELLANTS & POISON IVY/OAK TREATMENTS *Items 24 - 28*						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#24	3453269195 Gel, anti-itch, medicated, topical analgesic, dries poison oak, ivy and sumac oozing and weeping, 6 oz. per bottle, Oak-N-Ivy CalaGel (Tec Labs #Cala6) ***or approved functionally equivalent.***		400	Bottle		
#25	3453269197 Gel, anti-itch, 1.0% hydrocortisone, 1/32 oz. packet, 144 packets per box, Oak-N-Ivy CortiCool (Tec Labs #CCL144) ***or approved functionally equivalent.***		100	Box		
#26	3453269268 Pre exposure lotion, for prevention of poison oak, ivy, etc. 1 oz. bottle, Ivy X, Ivy Block (Stockhausen #11110) ***or approved functionally equivalent.***		1,000	Bottle		
#27	3453269201 Cleanser, post, outdoor, to remove poison oak and ivy oils that cause rash, Oak-N-Ivy Tecnu Outdoor Skin Cleanser ***or approved functionally equivalent.*** 4 oz. bottle (Tec Labs #Poic4)		800	Bottle		
#28	3453269193 Cleanser, post, outdoor, to remove poison oak and ivy oils that cause rash, Oak-N-Ivy Tecnu Outdoor Skin Cleanser ***or approved functionally equivalent.*** 0.5 oz, single use packet (Tec Labs #Poic*), to be packaged* ***25 per box***		2,000	Packet		
TOTAL for Category 3 - items 24 thru 28:						**$**

CATEGORY 4 - INSECT REPELLANT *Items 29-32*						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#29	4856015050 Insect repellent, for protection against biting insects such as mosquitoes, chiggers, flies, etc., aerosol spray, 6 oz. can, to contain 30% deet, to be packaged with 6 or 12 cans per case, SC Johnson Deep Woods Off #21841 ***(no substitutions).***		720	Can		
#30	4856015060 Insect repellent, for protection against biting insects such as mosquitoes, chiggers, flies, etc., aerosol spray, 6.5 oz. can, to contain 40% deet, to be packaged with 6 or 12 cans per case, Repel Insect Block – Classic Formula SKU #338 ***(no substitutions).***		1,800	Can		
#31	4856015070 Tick repellent, for use on clothing and gear, NOT skin, must contain permethrin, 6 oz. aerosol spray. For the purposes of this bid, MoDOT will only accept quotes on Repel Permanone – SKU #326 or Duranon, ***no substitutions***.		800	Each		
#32	4856015184 Wasp and Hornet Killer, aerosol, jet spray – will reach up to 12 – 20 feet above ground, approximately 13.5 oz. Net. Wt., can be used both indoors (i.e. attics and other places) and outdoors. To have "non conducting properties" of dielectric breakdown voltage of 47,300 volts. *To be packaged 12 cans per box.* Misty Wasp & Hornet Killer II-#A00437-manufactured by AMREP, ***or approved functionally equivalent.***		1,200	Can		
					TOTAL for Category 4 - items 29 thru 32:	**$**

CATEGORY 5 - HEARING PROTECTION *Items 33 - 34*						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#33	3456430488 Earplugs, low-pressure foam, corded, minimum noise reduction rating (NRR) of 30 decibels, 100 individually packaged pairs per box.		500	Box		
#34	3456430305 Hearing Protection, earmuff style, with foam filled ear cushions, minimum noise reduction rating (NRR) of 21 decibels, headband should adjust to fit any size head, and pivot for positioning under chin and/or over and behind the head. Bids will be considered on the following brands: Tasco Zephyr #2195 or ***approved functionally equivalent.***		300	Pair		
					TOTAL for Category 5 - items 33 thru 34:	**$**

CATEGORY 6 – RESPIRATORS *Item 35*						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#35	3458068215 Respirator, particulate, minimum 95% filter efficiency against non-oil based particles (N95), with exhalation valve, made of carbon filter material, adjustable nose clip, fully adjustable straps, 10 per box, 3M #8514 ***(no substitutions).***		1,000	Each		
					TOTAL for Category 6 - item 35:	**$**

CATEGORY 7 - HEAD COVERAGE ITEMS *Items 36 - 37*						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#36	3455637760 Safety cap, hard, Type I, made of high density polyethylene, high visibility lime green, 6-point suspension system with ¾" nylon straps, to be adjustable, with ratchet system to easily adjust to head without removing hat, slotted to accommodate safety accessories, complete with an absorbent brow pad. **Note: Must meet ANSI – Z89.1-2003 (Type I, Class C, E & G).** Bids will be considered on the following brand: "Sentry III", model #15549, or approved functionally equivalent.		1,500	Each		
#37	3455643925 Liner, winter, for hard hat, quilted cotton twill shell, with soft fleece lining and matching trim, velcro closure chin strap to allow 2" adjustment, flame retardant, American All Safe Co #22298 ***or approved functionally equivalent.***		600	Each		
					TOTAL for Category 7 - items 36 and 37:	**$**

CATEGORY 8 – COVERALLS *Items 38 -43*						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#38	2001943125 Coveralls, disposable, with attached hood and boots, front zip closure, white, to be made of Tyvek or Nexgen® fabric material. Medium. *Note: Must meet ANSI 101 – 1996 Standards.*		100	Each		

#39	2001943150 Coveralls, disposable, with attached hood and boots, front zip closure, white, to be made of Tyvek or Nexgen® fabric material. Large. *Note: Must meet ANSI 101 – 1996 Standards.*		300	Each		
#40	2001943200 Coveralls, disposable, with attached hood and boots, front zip closure, white, to be made of Tyvek or Nexgen® fabric material. X-Large *Note: Must meet ANSI 101 – 1996 Standards.*		1,200	Each		
#41	2001943225 Coveralls, disposable, with attached hood and boots, front zip closure, white, to be made of Tyvek or Nexgen® fabric material. XX-Large *Note: Must meet ANSI 101 – 1996 Standards.*		1,400	Each		
#42	2001943250 Coveralls, disposable, with attached hood and boots, front zip closure, white, to be made of Tyvek or Nexgen® fabric material. 3X-Large *Note: Must meet ANSI 101 – 1996 Standards.*		1,000	Each		
#43	2001943270 Coveralls, disposable, with attached hood and boots, front zip closure, white, to be made of Tyvek or Nexgen® fabric material. 4X-Large *Note: Must meet ANSI 101 – 1996 Standards.*		200	Each		
					TOTAL for Category 8 - items 38 thru 43:	**$**

CATEGORY 9 - BOOTS AND BOOT LINERS *Items 44 - 56*						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#44	8002461070 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 7 (Ladies) *Note: Must meet ANSI Class 75 steel toe.*		18	Pair		
#45	8002460110 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 7 (Men's) *Note: Must meet ANSI Class 75 steel toe.*		12	Pair		
#46	8002460120 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 8 (Men's) *Note: Must meet ANSI Class 75 steel toe.*		12	Pair		
#47	8002460130 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 9 (Men's) *Note: Must meet ANSI Class 75 steel toe.*		60	Pair		

#48	8002460140 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 10 (Men's) *Note: Must meet ANSI Class 75 steel toe.*		120	Pair		
#49	8002460150 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 11 (Men's) *Note: Must meet ANSI Class 75 steel toe.*		144	Pair		
#50	8002460160 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 12 (Men's) *Note: Must meet ANSI Class 75 steel toe.*		60	Pair		
#51	8002460170 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 13 (Men's) *Note: Must meet ANSI Class 75 steel toe.*		24	Pair		
#52	8002460180 Boots, rubber, minimum of 15" high, made of PVC or neoprene construction, steel toe, steel shank, and cleated or other high traction sole. Size 14 (Men's) *Note: Must meet ANSI Class 75 steel toe.*		6	Pair		

#53	8001447050 Boot Liner, fits most non-insulated knee boots, piling for added comfort and warmth in cold weather. Small. Servus or ***approved functionally equivalent.***		12	Pair		
#54	8001447055 Boot Liner, fits most non-insulated knee boots, piling for added comfort and warmth in cold weather. Medium. Servus or ***approved functionally equivalent.***		24	Pair		
#55	8001447060 Boot Liner, fits most non-insulated knee boots, piling for added comfort and warmth in cold weather. Large. Servus or ***approved functionally equivalent.***		60	Pair		
#56	8001447065 Boot Liner, fits most non-insulated knee boots, piling for added comfort and warmth in cold weather. X-Large. Servus ***or approved functionally equivalent.***		60	Pair		
TOTAL for Category 9 -items 44 thru 56:						**$**

CATEGORY 10 - SAFETY VESTS Item 57						
Item #:	**Description:**	**Mfg. No. or Brand**	**Qty:**	**Unit of Issue:**	**Unit Price:**	**Extended Total:**
#57	3459237385 Safety vest, lightweight, HI-VIS-Flo-Orange, PVC material, "non-mesh" tie closure, one size fits all. 18" x 27". To be packaged individually in plastic bags, 100 - 125 vests per case. 2W International #7518 or ***approved functionally equivalent.*** **NOTE: Bidders must provide a sample of the safety vests being quoted.**		10,000	Each		
					TOTAL for Category 10 - item 57:	**$**

NOTE ON PACKAGING: Product shall be shipped in the original OEM packaging and be clearly marked as to manufacturer, model number, quantity, brand, and size.

NOTE ON AWARD: For the purposes of this bid, items will be awarded on a "Category-by-Category" basis. You ***must*** bid on each item in the category in order to be eligible for award of that category.

NOTE ON SAMPLES: **PLEASE SUBMIT SAMPLE PRODUCT FOR ITEM # 57. DO NOT** SUBMIT SAMPLES OF THE OTHER ITEMS WITH YOUR BID AT THIS TIME.

MoDOT reserves the right to request a sample of the other products from the bidders if deemed necessary before award of bid. Bidder will have five (5) working days, from date of request, to provide sample. Samples shall be furnished to MoDOT at no charge and will not be returned. **MoDOT reserves the right to reject any sample and related bids which do not meet specifications.**

ATTACHMENT #1

Missouri Department of Transportation
General Services Division
Jefferson City, Mo

Requirements/Specifications for MoDOT First Aid Kit (item #1)

Item #	Description	Unit of Issue	# Per Kit
1	Bandage, triangular, approximately 40" x 40" x 56", with 2 safety pins, 1 bandage per box.	Each	1
2	Bandage, compress, 4", sterile, individually wrapped, 1 bandage per box.	Box	2
3	Bandage, adhesive, 1" x 3", sterile, plastic or cloth, each bandage individually wrapped, 16 bandages per box.	Box	1
4	Wipes, antiseptic, sterile, 1" x 1" pad saturated with antiseptic solution, 10 individually packaged pads per box.	Box	1
5	Eye wash, sterile, single-use, approximately 1 oz. per bottle.	Each	1
6	Pad, medicated, (external analgesic), for temporary relief of pain and itching from minor insect bites, sterile, 10 individually packaged pads per box.	Box	1
7	Gloves, surgical, disposable, each pair to be individually packaged with 2 gloves per package.	Pair	1
8	Tweezers and scissors, disposable, each box to contain one of each.	Box	1
9	CRP microshield, clear, disposable – single use only, with one-way valve, individually packaged.	Each	1
10	Blanket, rescue, thermal, aluminized, approximately 56" x 84 ", 1 per box.	Each	1

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

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

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

FOR CORPORATIONS:

State in which incorporated:

_____

FOR OTHERS:

State of domicile:

_____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

_____

_____

_____

_____

_____

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME:

_____

ADDRESS:

_____

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

BY (signature required):

_____

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

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

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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

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

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

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

[ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

_____

_____

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

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

(attach an additional sheet if necessary)

[ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to me the contract specifications. Items (or item numbers): _____

_____

[ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

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

STANDARD SOLICITATION PROVISIONS

a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.

b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.

d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.

e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.

f. **For bids/proposals of $25,000** or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.

g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.

h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

a. The 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.

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

Invoicing and Payment

a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.

b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.

2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars ($25,000.00) or more.**

c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

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

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

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

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

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

Indemnification

a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.

b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.

c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.