

BID FORM

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

REQUEST NO.	5-130226LK
DATE	January 28, 2013

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

**February 26, 2013 at 2:00 PM CDT**

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

Locations as referenced in bid

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

BUYER:	Leann Kottwitz Sr. General Services Specialist	BUYER TELEPHONE:	573-751-3685
		BUYER EMAIL:	Leann.Kottwitz@modot.mo.gov

**SUPPLIES OR SERVICES**

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide **On-Call Emergency Roadside Vehicle and Equipment Repair Services**. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request. **MoDOT makes no guarantee to use any of the contracts awarded from this RFB.** MoDOT reserves the right to reject any and all bids for any reason whatsoever.

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

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

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

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

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

## 1. Introduction

- 1.1 This contract is to establish Time and Material Price Agreements for On-Call Emergency Roadside Vehicle and Equipment Repair Services. Sealed bids will be accepted to supply these services as stated in this bid. The contractor shall provide roadside vehicle and equipment repair services to the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 1.2 Unless otherwise noted, the contractor shall furnish all material, labor, facilities, equipment and supplies necessary to provide the deliverables/services required herein.
- 1.3 The original contract period shall be from Notice to Proceed through December 31, 2013. 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.

If the option for renewal is exercised by MoDOT, the bidder 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.

If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

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. If a price increase is granted MoDOT will ask for justification of such an increase.

## 2. Specific Requirements

- 2.1 The bidder must be able to provide various certified on-call roadside vehicle and equipment repair services for the counties listed on the attached pricing pages. Exhibit D is being provided for informational purposes only to outline the types of vehicles and equipment MoDOT has. Upon response, bidder must assess equipment failure and determine the appropriate action to be taken. This could include on site repair, towing to MoDOT owned or bidder owned shop for repairs.
- 2.2 The bidder will be required to provide their own fuel, tools and parts as needed. In return MoDOT will pay the contractor Time and Materials Rates.
- 2.3 The bidder must have certified technicians to perform the services required in this RFB. Please use Exhibit C to list your employees that are certified.

## 3. Award & Payment

- 3.1 Multiple contracts may be issued as a result of this bid to ensure service throughout the state. However, MoDOT makes no guarantee to use any bidder awarded a contract. Additional bidders will be accepted and may be awarded contracts throughout the life of this contract under the same requirements.
- 3.2 All parts used to repair equipment will be reimbursed to the bidder with a cost plus percentage. Overhead expenses such as mileage costs, tools and truck charges are to be included in the hourly rate quoted. Payment for the services will be computed based upon the time of departure from the bidder's place of business to the designated work location and through the time it takes to repair the equipment. In the event the equipment is to be towed back to the bidder's place of business for necessary repairs and cannot be towed by the bidder, MoDOT will reimburse the bidder for that towing invoice if the tow service does not agree to bill us directly. All services provided by bidder must have the appropriate MoDOT representative approval in advance.

## 4. Invoicing

- 4.1 Each invoice submitted shall include the following information. The time the bidder left their place of business, location to which they were deployed to (county and road), services rendered, and towing if needed, and parts used (itemized) and percentage of markup, name and organization of MoDOT driver and truck/equipment number the work was completed on.

**5. Bid Submission**

- 5.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office no later than 2:00 p.m., CDT, February 26, 2013.

**RFB Coordinator:**

Leann Kottwitz, Sr. General Services Specialist  
Missouri Department of Transportation  
General Services – Procurement

P.O. Box 270, Jefferson City, MO 65102 (Mailing Address)

830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

PHONE: (573) 751-3685; FAX: (573) 526-1218

**6. Clarification of Requirements**

- 6.1 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](mailto:Leann.Kottwitz@modot.mo.gov) (Email.) All written questions must be addressed to Leann Kottwitz no later than 10:00 a.m., CDT, February 5, 2013. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: [http://www.modot.org/business/contractor\\_resources/gs\\_bidding/CO/COcommodities.htm](http://www.modot.org/business/contractor_resources/gs_bidding/CO/COcommodities.htm) in the form of a written addendum. It is anticipated this addendum will be issued on February 13, 2013. It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

**Notice to bidder:**

On the following pricing pages the counties you wish to submit a bid on you must complete all of the fields on the pricing page for your bid to be considered like the sample below.

Hourly Rate	Overtime Rate	Holiday Rate	% Parts Cost Markup
\$15.00	\$20.00	\$25.00	5%

### Pricing Page

#### Northwest District by County

	Hourly Rate	Overtime Rate	Holiday Rate	% Parts Cost Markup
Atchison				
Nodaway				
Worth				
Holt				
Andrew				
Gentry				
DeKalb				
Buchanan				
Clinton				
Harrison				
Daviess				
Mercer				
Putnam				
Grundy				
Sullivan				
Linn				
Caldwell				
Livingston				
Carroll				
Chariton				
Percentage of Maximum Increase for Renewal Periods	1 <sup>st</sup> Renewal _____	2 <sup>nd</sup> Renewal _____	3 <sup>rd</sup> Renewal _____	

Only submit pricing for the counties in which you can service.

Include hours/days that constitutes Regular Hours, Overtime Hours, and Holiday Hours (i.e. Monday – Friday 8-5)

Regular Hours \_\_\_\_\_

Overtime Hours \_\_\_\_\_

Holiday Hours \_\_\_\_\_

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

## Pricing Page

### Northeast District by County

	Hourly Rate	Overtime Rate	Holiday Rate	% Parts Cost Markup
Schuyler				
Scotland				
Clark				
Adair				
Knox				
Lewis				
Macon				
Shelby				
Marion				
Randolph				
Monroe				
Ralls				
Audrain				
Pike				
Montgomery				
Lincoln				
Warren				
Percentage of Maximum Increase for Renewal Periods	1 <sup>st</sup> Renewal _____	2 <sup>nd</sup> Renewal _____	3 <sup>rd</sup> Renewal _____	

Only submit pricing for the counties in which you can service.

Include hours/days that constitutes Regular Hours, Overtime Hours, and Holiday Hours (i.e. Monday – Friday 8-5)

Regular Hours \_\_\_\_\_

Overtime Hours \_\_\_\_\_

Holiday Hours \_\_\_\_\_

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

## Pricing Page

### Central District by County

	Hourly Rate	Overtime Rate	Holiday Rate	% Parts Cost Markup
--	-------------	---------------	--------------	---------------------

Howard				
Boone				
Callaway				
Cooper				
Moniteau				
Morgan				
Cole				
Miller				
Camden				
Maries				
Laclede				
Osage				
Gasconade				
Pulaski				
Phelps				
Crawford				
Washington				
Dent				
Percentage of Maximum Increase for Renewal Periods	1 <sup>st</sup> Renewal _____	2 <sup>nd</sup> Renewal _____	3 <sup>rd</sup> Renewal _____	

Only submit pricing for the counties in which you can service.

Include hours/days that constitutes Regular Hours, Overtime Hours, and Holiday Hours (i.e. Monday – Friday 8-5)

Regular Hours \_\_\_\_\_

Overtime Hours \_\_\_\_\_

Holiday Hours \_\_\_\_\_

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**Pricing Page**

**St. Louis District by County**

Hourly Rate	Overtime Rate	Holiday Rate	% Parts Cost Markup
-------------	---------------	--------------	---------------------

St. Charles				
North St. Louis				
Franklin				
Jefferson				
Southwest St. Louis				
St. Louis City				
Percentage of Maximum Increase for Renewal Periods	1 <sup>st</sup> Renewal _____	2 <sup>nd</sup> Renewal _____	3 <sup>rd</sup> Renewal _____	

Only submit pricing for the counties in which you can service.

Include hours/days that constitutes Regular Hours, Overtime Hours, and Holiday Hours (i.e. Monday – Friday 8-5)

Regular Hours \_\_\_\_\_

Overtime Hours \_\_\_\_\_

Holiday Hours \_\_\_\_\_

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**Kansas City District by County**

	Hourly Rate	Overtime Rate	Holiday Rate	% Parts Cost Markup
--	-------------	---------------	--------------	---------------------

Platte				
Clay				
Ray				
Jackson				
Lafayette				
Saline				
Cass				
Johnson				
Pettis				
Percentage of Maximum Increase for Renewal Periods	1 <sup>st</sup> Renewal _____	2 <sup>nd</sup> Renewal _____	3 <sup>rd</sup> Renewal _____	

Only submit pricing for the counties in which you can service.

Include hours/days that constitutes Regular Hours, Overtime Hours, and Holiday Hours (i.e. Monday – Friday 8-5)

Regular Hours \_\_\_\_\_

Overtime Hours \_\_\_\_\_

Holiday Hours \_\_\_\_\_

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

## Pricing Page

### Southwest District by County

	Hourly Rate	Overtime Rate	Holiday Rate	% Parts Cost Markup
--	-------------	---------------	--------------	---------------------

Bates				
Henry				
Benton				
Vernon				
St. Clair				
Hickory				
Barton				
Cedar				
Polk				
Dallas				
Dade				
Greene				
Webster				
Jasper				
Lawrence				
Newton				
McDonald				
Barry				
Stone				
Christian				
Taney				
Percentage of Maximum Increase for Renewal Periods	1 <sup>st</sup> Renewal _____	2 <sup>nd</sup> Renewal _____	3 <sup>rd</sup> Renewal _____	

Only submit pricing for the counties in which you can service.

Include hours/days that constitutes Regular Hours, Overtime Hours, and Holiday Hours (i.e. Monday – Friday 8-5)

Regular Hours \_\_\_\_\_

Overtime Hours \_\_\_\_\_

Holiday Hours \_\_\_\_\_

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**Pricing Page**

**Southeast District by County**

Hourly Rate	Overtime Rate	Holiday Rate	% Parts Cost Markup
-------------	---------------	--------------	---------------------

Wright				
Texas				
Shannon				
Douglas				
Ozark				
Howell				
Oregon				
Reynolds				
Iron				
St. Francois				
St. Genevieve				
Madison				
Perry				
Cape Girardeau				
Bollinger				
Wayne				
Carter				
Ripley				
Butler				
Stoddard				
Scott				
Mississippi				
New Madrid				
Pemiscot				
Dunklin				
Percentage of Maximum Increase for Renewal Periods	1 <sup>st</sup> Renewal _____	2 <sup>nd</sup> Renewal _____	3 <sup>rd</sup> Renewal _____	

Only submit pricing for the counties in which you can service.

Include hours/days that constitutes Regular Hours, Overtime Hours, and Holiday Hours (i.e. Monday – Friday 8-5)

Regular Hours \_\_\_\_\_

Overtime Hours \_\_\_\_\_

Holiday Hours \_\_\_\_\_

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

## 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.

### 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.

#### **Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

#### **Prohibition Of Employment Of Unauthorized Aliens:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., 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:
  - 1) 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. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

**Exhibit A**

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:  
Affiant name

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Signature \_\_\_\_\_ Affiant

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

Notary Public

My commission expires:

***[attach documentation of enrollment/participation in a federal work authorization program]***



Exhibit C

Personnel Expertise Summary

**Certification of Personnel**

1. \_\_\_\_\_ (Name) \_\_\_\_\_ (Certification)  
\_\_\_\_\_  
(Title)

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2. \_\_\_\_\_ (Name) \_\_\_\_\_ (Certification)  
\_\_\_\_\_  
(Title)

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3. \_\_\_\_\_ (Name) \_\_\_\_\_ (Certification)  
\_\_\_\_\_  
(Title)

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4. \_\_\_\_\_ (Name) \_\_\_\_\_ (Certification)  
\_\_\_\_\_  
(Title)

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5. \_\_\_\_\_ (Name) \_\_\_\_\_ (Certification)  
\_\_\_\_\_  
(Title)

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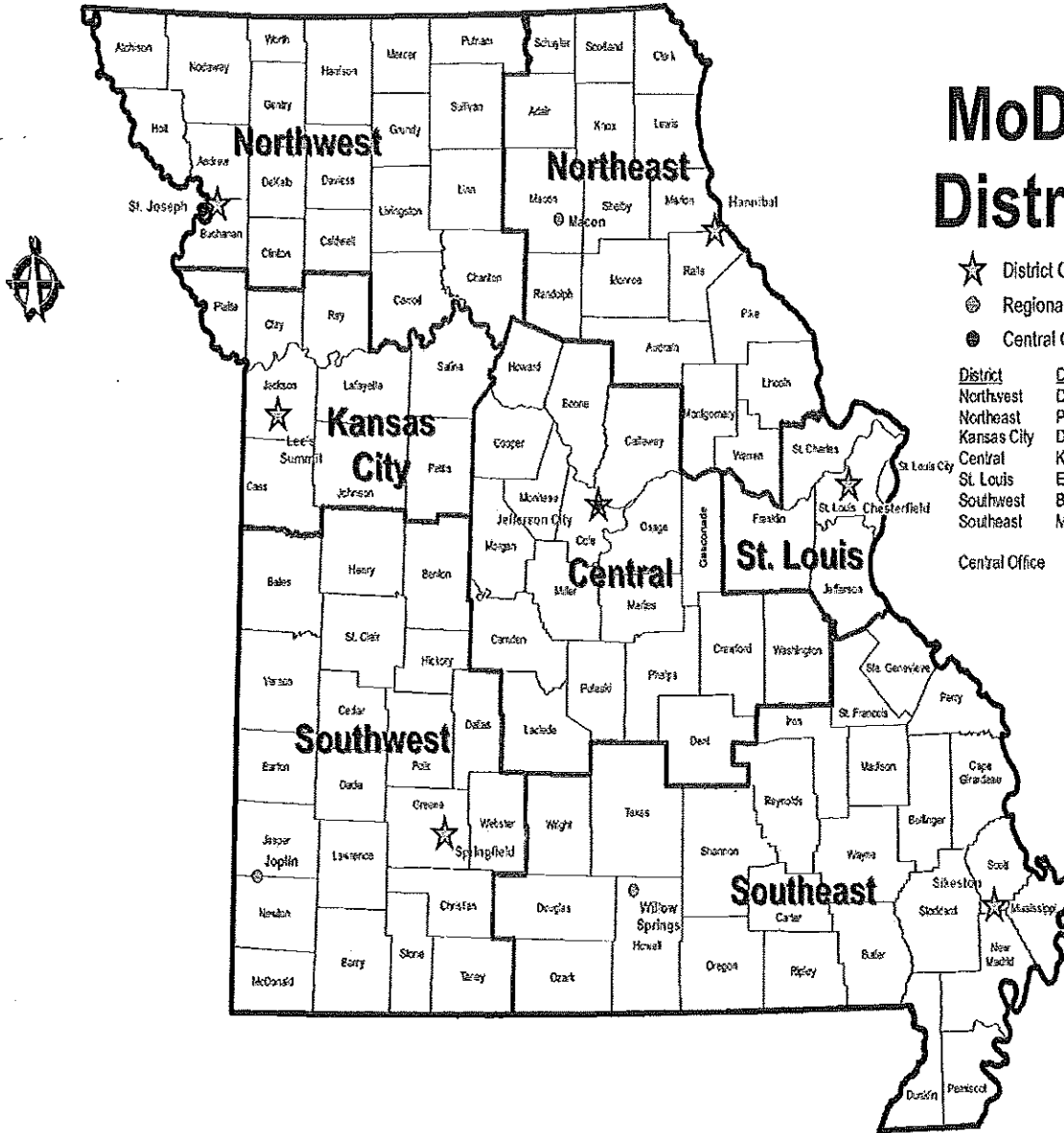
6. \_\_\_\_\_ (Name) \_\_\_\_\_ (Certification)  
\_\_\_\_\_  
(Title)

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7. \_\_\_\_\_ (Name) \_\_\_\_\_ (Certification)  
\_\_\_\_\_  
(Title)

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## District Boundaries



# MoDOT Districts

- ★ District Offices
- ⊙ Regional Offices
- Central Office



Missouri Department of Transportation  
 4201 N. G. Wood (275-6530)  
 WWW.MODOT.ORG  
 6/19/2011

**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: a.	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 ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border: none;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></td> <td style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </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>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</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 <u>not</u> 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>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</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: <ul style="list-style-type: none"> <li>c. 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>d. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ul>	
<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

# Fleet Equipment in Tracker Counts

EXHIBIT D

Run Date: 01/28/13

			District								
Equipment Category			ONW	ONE	OKC	0CD	OSL	OSW	OSE	OCO	Total
Fleet Equipment in Tracker Counts	Light Duty Fleet	PASSENGER CARS	29	44	41	39	61	66	62	87	429
		PICKUPS	105	92	157	127	179	194	163	35	1,052
		UTILITY TRUCKS	27	25	25	29	17	39	31	5	198
		VANS	14	9	21	27	12	18	22	28	151
		LD TRUCKS	22	44	17	26	34	33	45	3	224
		<i>Light Duty Fleet Subtotal:</i>	<b>197</b>	<b>214</b>	<b>261</b>	<b>248</b>	<b>303</b>	<b>350</b>	<b>323</b>	<b>158</b>	<b>2,054</b>
	Heavy Duty Fleet, Push Snow	HD TRUCKS - SINGLE AXLE	99	80	122	106	154	136	98	0	795
		XHD TRUCKS - TANDEM AXLE	90	87	82	125	57	157	183	0	781
		<i>Heavy Duty Fleet, Push Snow Subtotal:</i>	<b>189</b>	<b>167</b>	<b>204</b>	<b>231</b>	<b>211</b>	<b>293</b>	<b>281</b>	<b>0</b>	<b>1,576</b>
	Non Snow Truck Fleet	SPECIAL FLEET EQUIPMENT	10	9	2	3	7	5	6	11	53
		<i>Non Snow Truck Fleet Subtotal:</i>	<b>10</b>	<b>9</b>	<b>2</b>	<b>3</b>	<b>7</b>	<b>5</b>	<b>6</b>	<b>11</b>	<b>53</b>
	Tractor Fleet	TRACTORS	41	43	8	58	43	84	109	0	386
		<i>Tractor Fleet Subtotal:</i>	<b>41</b>	<b>43</b>	<b>8</b>	<b>58</b>	<b>43</b>	<b>84</b>	<b>109</b>	<b>0</b>	<b>386</b>
	Specialized Fleet	SKID STEER LOADERS	8	2	11	5	7	10	6	1	50
		CRAWLER/DOZER	2	1	1	0	0	0	0	0	4
		BACKHOES	21	15	12	17	3	15	35	0	118
		FORKLIFTS	3	5	4	3	5	8	5	4	37
		LOADERS	25	22	23	29	20	35	39	0	193
		MOTORGRADERS	22	23	7	17	6	17	24	0	116
		AERIAL UNITS/AUGERS	10	9	20	17	28	21	21	5	131
		DRILLS	0	0	0	0	0	0	0	12	12
		ROLLERS	12	8	8	12	7	9	11	0	67
		CRANES	7	4	2	3	5	1	7	3	32
		STRIPERS	1	2	2	3	2	4	3	0	17
		DISTRIBUTOR TRUCK	12	12	7	17	2	17	22	0	89
SWEEPERS		1	1	5	5	9	5	3	0	29	
<i>Specialized Fleet Subtotal:</i>	<b>124</b>	<b>104</b>	<b>102</b>	<b>128</b>	<b>94</b>	<b>142</b>	<b>176</b>	<b>25</b>	<b>895</b>		

Note: The below counts for leased tractors are not included in the above report totals. They fall under the Tractor Fleet category.

District	ONW	ONE	OKC	0CD	OSL	OSW	OSE	OCO	Total
Leased TRACTORS	27	14	48	6	10	0	0	0	105

# Fleet Equipment in Tracker Counts

Run Date: 01/28/13

Equipment Category	District								Total
	0NW	0NE	0KC	0CD	0SL	0SW	0SE	0CO	
<b><i>Fleet Equipment in Tracker Counts Total:</i></b>	561	537	577	668	658	874	895	194	4,964

Note: The below counts for leased tractors are not included in the above report totals. They fall under the Tractor Fleet category.

District	0NW	0NE	0KC	0CD	0SL	0SW	0SE	0CO	Total
<b>Leased TRACTORS</b>	27	14	48	6	10	0	0	0	105