

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT
2675 N. Main
Sikeston, MO 63801**

REQUEST NO.	SE16-B535-RJ
DATE	January 25, 2016

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

February 17, 2016 at 10:00 AM, Local Time

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

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

Submit net bid as cash discount stipulations will not be considered
Various MoDOT Southeast District Locations

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Tammy Baker, Sr. Procurement Agent

MAILING ADDRESS: MoDOT, PO Box 160, Sikeston, MO 63801

PHYSICAL ADDRESS: 2675 N. Main, Sikeston, MO 63801 (Hand-Deliveries Only)

BUYER TELEPHONE: 573-472-5369

BUYER EMAIL: tammy.baker@modot.mo.gov

SUPPLIES OR SERVICES

The Missouri Department of Transportation, Southeast District is seeking bids to establish an agreement with a certified provider for the **annual inspection, maintenance and testing of fire extinguishers** located throughout various MoDOT Southeast District facilities for a contract period from date of award through February 28, 2017.

****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 the RFB process.*

Return sealed bid to the address shown at the top of this page.

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

(SEE ATTACHED FOR TERMS, 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.:			
Federal I.D. No.		By (Signature):	
Email Address:		Type/Print Name	
		Title:	
Is your firm MBE certified?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		Is your firm WBE certified?	<input type="checkbox"/> Yes <input type="checkbox"/> No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1** This Request for Bid (RFB) seeks bids from qualified organizations to provide for the annual inspection, maintenance and testing of fire extinguishers to various MoDOT Southeast District locations with an effective contract period from date of award through **February 28, 2017**, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than, February 17, 2016, 10:00 AM, Local Time.**

RFB COORDINATOR:

**Missouri Department of Transportation
Procurement
Attn: Tammy Baker**

**PO Box 160
Sikeston, MO 63801**

Mailing Address

**2675 N. Main
Sikeston, MO 63801**

Physical Address

PHONE: 573-472-5369

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Annual Inspection, Maintenance, and Testing of Fire Extinguishers as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page
 - 5) MoDOT Inspection Locations
 - 6) Contractor Information and Preference Certification Form
 - 7) Cooperative Agreement Notice
 - 8) Annual Worker Eligibility Verification Affidavit
 - 9) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide annual inspection, maintenance and testing of fire extinguishers on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.
- 2.1.7 This work is to be performed under the general supervision and direction of 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.

2.2 Specific Requirements:

2.2.1 Annual Maintenance of Fire Extinguishers:

- a. Each fire extinguisher shall be subject to annual maintenance that includes a thorough examination of basic elements of a fire extinguisher including the following criteria:
 - 1. Examination of all necessary mechanical parts of a fire extinguisher;
 - 2. Extinguishing agent of all extinguishers; and
 - 3. Expelling means of all extinguishers.
- b. At the time of the annual maintenance, the contractor shall remove the tamper seal on all rechargeable fire extinguishers, by operating the pull pin or locking device. After the applicable maintenance procedures are completed, the contractor shall install a new tamper seal.
- c. Each fire extinguisher shall have a maintenance tag or label securely attached, that indicates the month and the year the maintenance was performed. The tag must identify the company name and license number.

2.2.2 Recharging of Fire Extinguishers:

- a. All fire extinguishers that are within two years of their required six year maintenance date or hydrostatic date shall be tested, at time of service.
- b. Each fire extinguisher that needs recharging must have a “Verification of Service” collar located around the neck of the container. The collar shall not interfere with the operation of the fire extinguisher. The “Verification of Service” collar shall include the month and year the service was performed.
- c. Each fire extinguisher shall have a maintenance tag or label securely attached that indicates the month and year recharging was performed. The tag must identify the company name and license number.

- d. When recharging any fire extinguisher, the recommendations of the manufacturer shall be followed.
- e. Contractor must be capable of recharging and replacing dry chemicals while performing inspections. Recharging service will be performed at the southeast locations listed. Contractors will NOT be allowed to swap their fire extinguishers for MoDOT's. MoDOT property will be swapped for MoDOT property only.

2.2.3 Six-Year maintenance and Hydrostatic Testing of Portable Fire Extinguishers

- a. The contractor will be responsible for exchanging out all fire extinguishers that require six-year maintenance testing.
- b. Every six years, stored-pressure, dry chemical, fire extinguishers that require a 12-year hydrostatic test shall be emptied and subject to the applicable maintenance procedures. When the applicable maintenance procedures are performed, during periodic recharging or hydrostatic testing, the six year requirement shall begin reset from that date.
- c. All fire extinguishers that require recharging as a result of either six-year maintenance or hydrostatic testing must have a "Verification of Service" collar located around the neck of the container. The collar shall not interfere with the operation of the fire extinguisher. The "Verification of Service" collar shall include the month and year the service was performed.
- d. Hydrostatic testing shall be performed by person trained in pressure testing procedures and only conducted by companies that have the proper safeguards, suitable testing equipment, facilities and appropriate service manual available.
- e. Each fire extinguisher shall be subject to hydrostatic testing interval outlined in the NFPA 10- Standard for Portable Fire Extinguishers.
- f. Fire extinguisher cylinders of the low-pressure type that pass a pressure hydrostatic test shall have the information recorded on a suitable label including the following information:
 - 1. Month and year the test was performed.
 - 2. Test pressure used; and
 - 3. Name and initials of the person performing the test, and name of the company performing the test.

2.3 Required Specifications:

- a. All services bid upon are to include all associated costs for labor, tools, travel, lodging, equipment, parts, components, materials, environmental fees and any other items necessary to inspect, maintain and repair portable fire extinguishers. The fire extinguishers shall be inspected and maintained in accordance with the manufacturers' established operating standards, applicable code requirements, and any other provisions outlined in the solicitation documents.
- b. Contractor must complete the National Fire Protection Association (NFPA) mandated annual maintenance inspection of the portable fire extinguisher within 12 months of the previous annual inspection. In addition to the manufacturer's specifications, the contractor's service technician must inspect extinguishers in order to meet requirements of the following code:
 - NFPA 10 Standard for Portable Fire Extinguisher Systems

2.4 Schedule:

- 2.4.1 Contractor will be required to supply inspections at each southeast location listed. . A proposed inspection schedule must be submitted with 15 days after the award of the contract.

2.5 Contract/Purchase Order:

2.5.1 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

2.6 Invoicing and Payment Requirements:

- 2.6.1 The contractor shall submit an itemized invoice to MoDOT, P. O. Box 160, Sikeston, MO 63801, as specified herein. Each invoice submitted shall include the sizes, quantities, services provided, and the buildings in which those extinguishers belong.
- 2.6.2 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.
- 2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Contractor Input ACH/EFT Application, which is downloadable from the Contractor Services Portal at: <https://www.contractorservices.mo.gov/contractorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's [Contractor Payment Website](#) to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.6.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of services specified herein and acceptance by MoDOT.
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.6.7 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.
- 2.6.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.7 Other Contractual Requirements:

2.7.1 Contract Period - The contract shall commence from the date of Notice to Proceed until February 28, 2017 with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

- 2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.7.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "**SE16-B535-RJ Fire Extinguisher Services**".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 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 MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the

issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements.

3.1.6 Contract Award:

- a. Award of this bid may result in a "Multiple Award" based upon price, availability to perform services, and location of the facility needing the service.
- b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGE

4.1 The bidder shall provide a firm, fixed price in the table 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. Sign where indicated below and return with all required solicitation documents.

The annual inspection, maintenance, testing, and recharging is to include all service parts and supplies. There shall be no hidden charges. Service parts include: anti-tamper seals, safety pins, labels, O-rings, gauge tests, valve stems and/or assembly, any missing dry chemical, neck verification collar and any other items necessary to inspect, maintain and repair portable fire extinguishers.					
Item #	Description	QTY	U/M	UNIT PRICE	UNIT PRICE EXTENSION
001	Annual Inspection	726	EA	\$	\$
002	6 Year Maintenance				
	5 lb. Dry Chemical	32	EA	\$	\$
	10 lb. Dry Chemical	64	EA	\$	\$
	20 lb. Dry Chemical	20	EA	\$	\$
003	12 Year Hydrostatic Test				
	5 lb. Dry Chemical	8	EA	\$	\$
	10 lb. Dry Chemical	16	EA	\$	\$
	20 lb. Dry Chemical	20	EA	\$	\$
004	Recharge				
	5 lb. Dry Chemical	32	EA	\$	\$
	10 lb. Dry Chemical	64	EA	\$	\$
	20 lb. Dry Chemical	20	EA	\$	\$
005	Replacement Cost if needed				
	5 lb. Dry Chemical	1	EA	\$	\$
	10 lb. Dry Chemical	1	EA	\$	\$
	20 lb. Dry Chemical	1	EA	\$	\$
TOTAL ORDER EXTENSION					\$

Pricing shall be submitted for Item's #006 through #009 but will NOT be considered in the determination of the bid award.					
Item #	Description	QTY	U/M	UNIT PRICE	UNIT PRICE EXTENSION
006	Pressure Gauge	1	EA	\$	\$
007	Hose Holder	1	EA	\$	\$
008	Hose Assembly	1	EA	\$	\$
009	Operating Lever/Handle	1	EA	\$	\$

4.2 Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

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

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

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

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

INSPECTION LOCATIONS
(Please Circle Facility or Facilities that your company is able to service).

Facility (Circle the location in this column)	County	Addresses	Directions
Advance	Stoddard	28275 State Hwy 25, Advance, MO 63730	Rt. 25 at Rt. 91
Alton	Oregon	Rt. 1 Box 1822, Alton, MO 65606	Rt. 160 1 Mile East of Rt. 19
Ava	Douglas	Rt. 3, Box 23B, Ava, MO 65608	Rt. 5, ½ mile S. of Rt. 14
Belleview	Iron	HC 63 Box 1110, Belleview, MO 63623	Rt. O at Rt. 21
Bunker	Dent	Rt. 2 Box 124C, Bunker, MO 63629	Rt. A. 0.4 Mile West Rt. 72
Cape Girardeau	Scott	3359 E. Outer Rd., Scott City, MO 63780	I-55 EOR, S of Rt. AB
Centerville	Reynolds	Rt. 1 Box 99, Lesterville, MO 63654	Rt. 21 at Rt. N
Charleston	Mississippi	6712 N Co. Rd. 325, Charleston, MO 63834	I-57 SOR, 0.2 Mil. S of Rt. 60
Dexter	Stoddard	1111 Hickory Log Dr., Dexter, MO 63841	Rt. 60, 0.5 Mi. E of BR 60
Doniphan	Ripley	Rt. 3 Box 2277, Doniphan, MO 63935	Rt. 21 at Rt. 160 East Jct.
Dora	Ozark	Box 3830, Dora, MO 65637	Rt. 181, 2/10 mile North of Rt. H
Ellington	Reynolds	Rt. 4 Box 800, Ellington, MO 63638	Rt. 21 .2 Mile North Rt. 106
Ellsinore	Carter	Rt. 2, Box 2198, Ellsinore, MO 63937	Rt. 60 at Rt. 21 East Junction
Fredericktown	Madison	1001 Madison 200, Fredericktown, MO 63645	Rt. 67, 1.0 Mi. S. of Rt. E
Gainesville	Ozark	Rt. 1, Box 1C, Gainesville, MO 65655	Rt. MM, 500 feet West of Rt. 5
Hartville	Wright	5804 Highway 5, Hartville, MO 65667	Rt. 5, ½ Mile North of Rt. Z
Hayti	Pemiscot	492 N State Outer Road, Hayti, MO 63851	I-55, EOR, 1.2 Mi. N of Rt. 84
Houston	Texas	1540 North Hwy. 63, Houston, MO 65793	1 Mile North of Houston on Rt. 63
Jackson	Cape Girardeau	200 State Hwy Y, Jackson, MO 63755	Rte Y & at Rt. 61
Kennett	Dunklin	1600 Southwest Drive, Kennett, MO 63857	Rt. O, 0.5 Mi. S of Rt. 84
Kewanee	New Madrid	86 State Hwy W, New Madrid, MO 63869	Rt. W, 0.2 Mi. W of Rt. 61
Malden	Dunklin	4005 N. Douglas St., Malden, MO 63863	Rt. 25, 0.2 Mi. S of Rt. D
Marble Hill	Bollinger	Rt. 2, Box 1655, Marble Hill, MO 63764	Rt. 51, 1.5 Mi. N or Rt. FF
Mountain Grove	Wright	8675 Old Hwy 60, Mt. Grove, MO 65711	Old Rt. 60, 4/10 mile West of Bus 60
Park Hills	St. Francois	2240 Conway Road, Park Hills, MO 63601	Rt. 67, 1.5 Mi. S of Rt. 8
Patton	Bollinger	(Hwy 72) Rt. 1, Box 2490, Patton, MO 63662	Rt. 72, 0.25 Mi. E of Rt. 51
Perryville	Perry	754 Lake Drive, Perryville, MO 63775	I-55 WOR, 1.0 Mi. N of Rt. 34
Piedmont	Wayne	Rt. 2, Box 2636 A, Piedmont, MO 639577	Rt. 49, 0.5 Mi. N of Rt. 34
Poplar Bluff	Butler	2568 Hwy 67 North, Poplar Bluff, MO 63901	Rt. 67, 0.5 Mi. N of Rt. W
Puxico	Stoddard	240 State Hwy 51 South, Puxico, MO 63960	Rt. 51, 0.5 Mi. S of Rte PP
Qulin	Butler	13148 Hwy 53, Qulin, MO 63961	Rt. 53, 0.2 Mi. N of Rt. N
Sikeston Maintenance	Scott	111 Edward St., Sikeston, MO 63801	Rt. 62, 1.25 Mi. W of I-55
Sikeston Garage	Scott	2675 N. Main, Sikeston, MO 63801	
Silva	Wayne	301 Main Street, Silva, MO 63964	Rt. 67, 0.2 Mi. S of Rt. 34
Ste. Genevieve	St. Genevieve	17651 Hwy 32, Ste. Genevieve, MO 63627	Rt. 32, 0.5 Mi. W of I-55
Summersville	Texas	235 S Hwy 17, Summersville, MO 65571	Rt. 17 0.3 Mile South of Rt. 106
Van Buren	Carter	HCR 1 Box 99, Van Buren, MO 63965	Rt. 60 1 Mile East of Rt. C
West Plains	Howell	1287 CR 8690, West Plains, MO 65775	Rt. 63 Bypass 0.5 Mile South of Rt. ZZ
Willow Springs Maintenance	Howell	3952 E. Main, Willow Springs, MO 65793	Rt. 60 0.5 Mile East of Rt. 60/63 South Jct
Willow Springs Garage	Howell	3956 E. Main, Willow Springs, MO 65793	Rt. 60 0.5 Mile East of Rt. 60/63 South Jct
Winona	Shannon	106 Industrial Dr., Winona, MO 65588	Rt. 19 1 Mile North of Rt. 60

RECHARGING LOCATIONS

Facility	Addresses	Directions
Advance	28275 State Hwy 25, Advance, MO 63730	Rt. 25 at Rt. 91
Cape Girardeau	3359 E. Outer Rd., Scott City, MO 63780	I-55 EOR, S of Rt. AB
Centerville	Rt. 1 Box 99, Lesterville, MO 63654	Rt. 21 at Rt. N
Charleston	6712 N Co. Rd. 325, Charleston, MO 63834	I-57 SOR, 0.2 Mil. S of Rt. 60
Dexter	1111 Hickory Log Dr., Dexter, MO 63841	Rt. 60, 0.5 Mi. E of BR 60
Fredericktown	1001 Madison 200, Fredericktown, MO 63645	Rt. 67, 1.0 Mi. S. of Rt. E
Hayti	492 N State Outer Road, Hayti, MO 63851	I-55, EOR, 1.2 Mi. N of Rt. 84
Houston	1540 North Hwy. 63, Houston, MO 65793	1 Mile North of Houston on Rt. 63
Jackson	200 State Hwy Y, Jackson, MO 63755	Rte Y & at Rt. 61
Kennett	1600 Southwest Drive, Kennett, MO 63857	Rt. O, 0.5 Mi. S of Rt. 84
Kewanee	86 State Hwy W, New Madrid, MO 63869	Rt. W, 0.2 Mi. W of Rt. 61
Malden	4005 N. Douglas St., Malden, MO 63863	Rt. 25, 0.2 Mi. S of Rt. D
Marble Hill	Rt. 2, Box 1655, Marble Hill, MO 63764	Rt. 51, 1.5 Mi. N or Rt. FF
Mountain Grove	8675 Old Hwy 60, Mt. Grove, MO 65711	Old Rt. 60, 4/10 mile West of Bus 60
Park Hills	2240 Conway Road, Park Hills, MO 63601	Rt. 67, 1.5 Mi. S of Rt. 8
Patton	(Hwy 72) Rt. 1, Box 2490, Patton, MO 63662	Rt. 72, 0.25 Mi. E of Rt. 51
Perryville	754 Lake Drive, Perryville, MO 63775	I-55 WOR, 1.0 Mi. N of Rt. 34
Piedmont	Rt. 2, Box 2636 A, Piedmont, MO 639577	Rt. 49, 0.5 Mi. N of Rt. 34
Poplar Bluff	2568 Hwy 67 North, Poplar Bluff, MO 63901	Rt. 67, 0.5 Mi. N of Rt. W
Puxico	240 State Hwy 51 South, Puxico, MO 63960	Rt. 51, 0.5 Mi. S of Rte PP
Qulin	13148 Hwy 53, Qulin, MO 63961	Rt. 53, 0.2 Mi. N of Rt. N
Sikeston Maintenance	111 Edward St., Sikeston, MO 63801	Rt. 62, 1.25 Mi. W of I-55
Sikeston Garage	2675 N. Main, Sikeston, MO 63801	
Silva	301 Main Street, Silva, MO 63964	Rt. 67, 0.2 Mi. S of Rt. 34
Ste. Genevieve	17651 Hwy 32, Ste. Genevieve, MO 63627	Rt. 32, 0.5 Mi. W of I-55
Van Buren	HCR 1 Box 99, Van Buren, MO 63965	Rt. 60 1 Mile East of Rt. C
West Plains	1287 CR 8690, West Plains, MO 65775	Rt. 63 Bypass 0.5 Mile South of Rt. ZZ
Willow Springs Maintenance	3952 E. Main, Willow Springs, MO 65793	Rt. 60 0.5 Mile East of Rt. 60/63 South Jct
Winona	106 Industrial Dr., Winona, MO 65588	Rt. 19 1 Mile North of Rt. 60

CONTRACTOR INFORMATION & PREFERENCE CERTIFICATION FORM

Contractor Information

All bidders must furnish ALL applicable information requested below

Contractor Name/Mailing Address: Email Address:	Contractor 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 Contractor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: 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> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<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

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> 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
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<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

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **Fire Extinguisher Services** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 **Fire Extinguisher Services** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful contractor.

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 MoDOT 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 _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

Exhibit (A)
WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
COUNTY OF _____) ss

On this _____ 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, deposed as follows:

My name is _____, and I 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 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 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 to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with 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.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

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

Exhibit (B)
WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000

(for sole-proprietorship or partnership, a separate affidavit is required for each owner and general partner)

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 20____, before me appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instruments, who being by me duly sworn, deposed as follows:

*My name is _____, and I am of sound mind, capable of making this affidavit, and
personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful
presence in the United States of America:*

I am the _____ of _____, which is applying for a public benefit (grant, contract,
owner or partner business name
and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the
Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.
- an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement
or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device,
shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued
between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections
558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of
imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until
such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to
prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in
writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order

THE CONTRACTOR SHALL COMPLY WITH ALL THE PROVISIONS OF EXECUTIVE ORDER 07-13, ISSUED BY THE HONORABLE MATT BLUNT, GOVERNOR OF MISSOURI, ON THE SIXTH (6TH) DAY OF MARCH, 2007. THIS EXECUTIVE ORDER, WHICH PROMULGATES THE STATE OF MISSOURI'S POSITION TO NOT TOLERATE PERSONS WHO CONTRACT WITH THE STATE ENGAGING IN OR SUPPORTING ILLEGAL ACTIVITIES OF EMPLOYING INDIVIDUALS WHO ARE NOT ELIGIBLE TO WORK IN THE UNITED STATES, IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS AGREEMENT.

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

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**CONTRACTOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.

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

- 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.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.