

## Missouri Department of Transportation

1511 Missouri Blvd.  
P.O. Box 718  
Jefferson City, Missouri 65102  
573.751.3322  
Fax: 573.522.1059  
1.888.ASK MODOT (275.6636)

August 16, 2012

### **GENERAL SERVICES: BID REQUEST CD-13-004B**

**The Missouri Department of Transportation (MoDOT) Central District is accepting sealed bids for price submission for on 'On-Call Hourly Rates' for welding/fabrication.**

Sealed bids will be received by the Missouri Department of Transportation, Jefferson City, Missouri, until **1:00 P.M., CDST, August 28, 2012**, and at that time will be publicly opened and read in the MoDOT Central District, General Services Division, 1511 Missouri Blvd in Jefferson City, Missouri 65102.

Bids are to be returned in a sealed envelope plainly marked **BID # CD-13-004B On-Call Welding/Fabrication**. The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of accepting proposals. Any proposal arriving at the designated office after the specified deadline will not be accepted.

The attached form identified as "**VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**" must be completed and returned with your bid.

The right is reserved by the Missouri Highways and Transportation Commission to reject any or all bids and no award is final until formally approved by the Commission.

Respectively,

Corey Duemmel,  
MoDOT Central District  
Sr.Procurement Agent  
(573) 526-6956



*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)



## **BID PROPOSAL**

The Missouri Department of Transportation Central District desires to establish hourly pricing for welding services and fabrication of turn-key products.

### **General Requirements**

The Central District seeks competitive solicitation through this Request For Bid (RFB) from certified welders and fabricators to provide a variety of welding services or fabrication of turn-key products. This bid is established for the 18 counties that make up the Central District, but may be used by Central Office or surrounding districts.

This RFB is to establish price agreements with multiple vendors by which decisions are not based primarily on price alone. Selection by MoDOT personnel will consider the following factors as well: design evaluation, past product fabrication, availability to meet demands, quality of service, welder certifications, as well as, location of fabricator. Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. There is no guarantee to the amount of work that will be required by any one vendor, if any at all.

Each bid must be mailed or delivered in a sealed envelope to the RFB Coordinator listed below. All questions regarding the RFB shall also be submitted to the coordinator.

### **RFB Coordinator**

Corey Duemmel  
MoDOT Central District  
1511 Mo. Blvd. (P.O. Box 718)  
Jefferson City, MO. 65102  
(573) 526-6956  
[Corey.duemmel@modot.mo.gov](mailto:Corey.duemmel@modot.mo.gov)

### **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.

Bids will be reviewed to determine if the bid complies with the mandatory requirements. All bid items submitted will be reviewed prior to award for equality.

**It is the sole responsibility of the bidder to check for any addendum during the time this project is out for bid and to ensure their bid price reflects any addendum.**

#### **Minimum Specifications and Requirements**

- Work shall be done in accordance with applicable industry 'Welding Standards and Codes.' It is our intent for standards to mean a comprehensive term that includes codes, specifications, recommended practices, classifications, methods and guides.
- Vendors shall have sufficient personnel and equipment to provide the required services
- All welders/fabricators shall carry the minimum insurance prior to any acceptance as a qualified supplier (see *Insurance*.)
- It is recommended that all welders/fabricators must have an AWS certification, but is not a must. Bidder must indicate on the PRICING PAGE their welding certifications, listing the applicable categories/projects in which they are qualified. Selection may be made based on this factor.

#### **Insurance**

All bidders who wish to establish pricing with MoDOT's Central District must furnish proof of insurance in the amount of \$1 million dollars (See Terms and Conditions, Liquidated Damages.)

#### **Award/Cancellation**

Award will not be made to any one bidder. MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when service/product is deemed in the best interest of MoDOT.

**Exception: MoDOT reserves the right to request a bid on a per project basis rather than an hourly rate.** This means detailed specifications will be issued for specific bids for a job. Based on the specifications and a supplier's per hour cost, each supplier will provide a 'Firm Fixed Price.' Award would be made to the low bidder.

MoDOT reserves the right to cancel this bid and award at any time. Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

#### **Bid Period and Conditions**



Prices shall remain firm from August 2012 through August 31, 2013 with the option of two, one year renewals. All terms, conditions and provisions shall remain the same during the original agreement and any extension periods.

#### 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. 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.
- b. Any percentage of increase shall be computed against the original agreement price for each extension period.
- c. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.

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.

#### Delivery

Work to be done at vendor location unless certain situations dictate a welder/fabrication coming onto MoDOT premises to do work. Delivery cost of fabricated products will be determined by the requesting party when selecting a welder/fabricator.

#### Invoicing and Payment Requirements

The contractor shall submit an itemized invoice on Company Letterhead detailing the amount of hours and number of employees involved with a project or purchase order number.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document and/or project quote. Other than the payment specified above, no additional charges shall be made to the contractor for any reason.



**Additional Notes**

All awarded bidders **MUST**:

1. Be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144, their number is (573) 751-9268.
2. Be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.
3. Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

Submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION, and Proving documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services request herein.

E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program. E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last five (5) years, in order to allow the Missouri Department of Transportation to pay invoice.

4. 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.



**PRICING PAGE**

*(This page must be completed and returned)*

The Missouri Department of Transportation desires to establish 'On-Call pricing' for welding/fabrication.

**Hourly Rate:** \$ \_\_\_\_\_

**Hourly Rate (Additional Help):** \$ \_\_\_\_\_

**In the event 'Vendor' supplies material, indicate % markup above cost:** \_\_\_\_\_ %

**List all Certifications and Licenses applicable to this bid. Proof of any certification required.**

\_\_\_\_\_

**Indicate all equipment used for welding/fabrication (ie. Plasma cutter, etc.)**

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

In the event MoDOT exercises its options to extend the general fabrication service agreement for two (2) additional one-year periods, vendor(s) shall provide the price adjustment percentages for each extension period below. Price adjustments shall be computed against the original agreement price for each extension period. MoDOT does not automatically grant price adjustments at the time of extension. Prior to each extension period, vendor(s) must provide a written request justifying the need for the price adjustment.

|                               |         |                  |
|-------------------------------|---------|------------------|
| <b>First Extension Period</b> | _____ % | Percent Increase |
|                               | _____ % | Percent Decrease |

|                                |         |                  |
|--------------------------------|---------|------------------|
| <b>Second Extension Period</b> | _____ % | Percent Increase |
|                                | _____ % | Percent Decrease |

**Notes:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ENDORSEMENT PAGE**

*(This page must be completed and returned)*

By signing below, I hereby agree that all fabrication/welding work will be done in accordance with 'Industry Standards and Codes.'

Signature/Company \_\_\_\_\_ Date \_\_\_\_\_

**SEALED BIDS TO BE DELIVERED TO:**

Missouri Department of Transportation-Central District  
General Services/Procurement  
1511 Missouri Blvd.  
Jefferson City, MO 65102  
Clearly Marked: Bid Request CD-13-004B 'On-Call Welding/Fabrication

**Bids must be received by August 28, 2012 1:00 PM CDST.**

Firm: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

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

|   |  |
|---|--|
| <b>Vendor Name/Mailing Address:</b><br><br>Email Address: | <b>Vendor Contact Information (including area codes):</b><br>Phone #:<br>Cellular #:<br>Fax #: |
| <b>Printed Name of Responsible Officer or Employee:</b>   | <b>Signature:</b>  |
| <b>For Corporations</b> - State in which incorporated:    | <b>For Others</b> - 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:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

| <u>M/WBE Name</u> | <u>Percentage of Contract</u> | <u>M/WBE Certifying Agency</u> |
|-------------------|-------------------------------|--------------------------------|
|                   |                               |                                |
|                   |                               |                                |

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

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

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** 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 **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** 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:

- 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.

Veteran Information

Business Information

|  |   |
|--|---|
| Service-Disabled Veteran's Name (Please Print) | Service-Disabled Veteran Business Name                |
|  |   |
| Service-Disabled Veteran's Signature           | Missouri Address of Service Disabled Veteran Business |







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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

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

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

**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.

**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 \$500,000 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 \$500,000 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.

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.

**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.

**Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
  - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

|                             |                                    |
|-----------------------------|------------------------------------|
| January 1                   | New Year's Day                     |
| Third Monday in January     | Martin Luther King, Jr.'s Birthday |
| February 12                 | Lincoln's Birthday                 |
| Third Monday in February    | Washington's Birthday              |
| May 8                       | Truman's Birthday                  |
| Last Monday in May          | Memorial Day                       |
| July 4                      | Independence Day                   |
| First Monday in September   | Labor Day                          |
| Second Monday in October    | Columbus Day                       |
| November 11                 | Veteran's Day                      |
| Fourth Thursday in November | Thanksgiving Day                   |
| December 25                 | Christmas Day                      |

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- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.