



**MISSOURI DEPARTMENT OF TRANSPORTATION  
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION  
 FOR PURCHASES FROM \$3,000 TO \$24,999.99**

**THIS IS NOT AN ORDER  
 REQUEST FOR QUOTATION**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: OCTOBER 2, 2012	<b>BID DUE BY (DATE AND TIME):</b> OCTOBER 19, 2012 1:00 P.M. CST	F.O.B. REQUIREMENTS: DESTINATION (MULTIPLE DELIVERY LOCATION(S))
TO BE COMPLETED BY:  AS-NEEDED DURING CONTRACT PERIOD	<b>QUOTATION #:</b> SW-13-020CS THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. <b>RETURN VIA EMAIL OR FAX</b>	BUYER NAME: CHRIS STEPHENS 3025 EAST KEARNEY STREET SPRINGFIELD, MO 65803 417-895-7811 417-895-6704 FAX CHRISTINA.STEPHENS@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation General Services Department 3025 East Kearney Street Springfield, MO 65803		Delivery Location(s): Multiple <b>See page (2)</b>

**ANNUAL FIRE EXTINGUISHERS INSPECTIONS**

The Missouri Department of Transportation is seeking quotes from contractors who provide Annual Fire Extinguishers Inspections throughout the Southwest District. The **quoted prices shall be firm for the contract period of November 1, 2012, through October 31, 2013**, with an option for three (1) year extensions (expiring October 31, 2016) period provided both parties agree.

**SCOPE OF WORK**

ITEM NO.	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
001	Annual Inspection: Price quote for annual inspections to include pull pin, seal, Tag, instruction label and hazardous material label.	640	EA		
002	<b>6 Year Maintenance</b> 5# ABC 10# ABC 15# ABC 20# ABC	197 261 80 102	EA EA EA EA		
003	<b>Hydro-Static Testing</b> 5# ABC 10# ABC 15# ABC 20# ABC	197 261 80 102	EA EA EA EA		
004	<b>Recharge:</b> Recharge price quote to include verification collar, O-ring, hazardous material label, instruction label, pull pin, seal, and tag. 5# ABC 10# ABC 15# ABC 20# ABC	197 261 80 102	EA EA EA EA		
<b>TOTAL</b>				\$	
<b>VENDOR NAME:</b>					

## **GENERAL INFORMATION**

The responsive vendor will perform Fire Extinguisher Inspections on all MoDOT Southwest District fire extinguishers from each individual location as listed on page (3). Award of this bid will be based on an evaluation of unit price of each category of services; line items 001 through 004. MoDOT reserves the right to choose what services we prefer to have done at the time of the inspections. The quantities of Fire Extinguishers are estimates only. Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your quoted price submitted.

A MoDOT representative from each location will assist the successful contractor in coordinating the scheduling of the fire extinguishers inspections and will also be onsite with the contractor at each designated maintenance building at time of the inspections. Inspections are to be completed in by the end of the calendar year. Each Supervisor of the individual buildings will be the representative present at inspection time of that location.

Award of this quote will be made on an “all or nothing” basis using the “lowest and best” principle of award. Award will be determined by totaling the unit pricing column. Please email to [Christina.Stephens@modot.mo.gov](mailto:Christina.Stephens@modot.mo.gov) or fax to (417) 895-6707 or mail you quotations to MoDOT Southwest District Offices, 3025 E. Kearney Street, Springfield MO 65803, attention Chris Stephens. If you have any questions please contact Chris Stephens at (417) 895-7811.

## **FIRE EXTINGUISHER INSPECTION REQUIREMENTS**

The inspection shall include annual inspections and tagging of all units, recharging, any indicated 6-year maintenance checks of the dry chemicals as well as any indicated 12-year hydrostatic testing as outlined by the National Fire Protection Association, and approved by MoDOT’s Safety Director.

The successful vendor must be capable of recharging and replacing dry chemicals while performing field inspections. If the annual fire extinguisher inspections cannot be performed at each building location (MoDOT’s preferred method), please indicate in your bid response, your location of preference for inspections. The vendor will still be required to travel to these sites for retrieval of the fire extinguishers. In the event the vendor must take the extinguishers to vendor place of business for inspection and certification processes to be completed, then after the inspections and certifications are complete, the extinguishers shall be returned to the designated buildings from which they were retrieved.

It is understood that the quantities shown are estimated by the size of the extinguisher. At time of bid, it is unsure what extinguishers need the 6-year maintenance, 12-year hydrostatic testing or recharging. This constitutes the separation of pricing requirements on the first page. The quantities may increase or decrease during the contract period. Any requirements in excess of the estimated quantities shall be supplied at the same quote price during the contract period. Each invoice submitted shall include the sizes, quantities, services provided and buildings in which those extinguishers belong. All invoices shall be submitted to the following email address: [SWInvoices@modot.mo.gov](mailto:SWInvoices@modot.mo.gov) or mailed to:

Missouri Department of Transportation  
Attn: Chris Stephens  
3025 E. Kearney  
Springfield, MO 65803

MoDOT will replace any extinguishers per the contractor’s recommendations that are deemed to be “non-certifiable” out of the district’s excess inventories. Any “non-certifiable” extinguishers shall be identified by the contractor and plainly identified on the extinguisher container. The contractor shall make available to MoDOT a final report upon completion of the annual inspections.

The Missouri Department of Transportation Southwest district encompasses 41 offices and maintenance building. A list of each facility and their addresses are listed below. Each of these locations has fire extinguishers that are required to have annual inspections.

The locations are listed as follows:

Springfield District Office	3025 E. Kearney St., Springfield MO
General Services/District Garage	3025 E. Kearney St., Springfield MO
Mechanical Building	2355 N. Mayfair Ave, Springfield, MO
Bridge & Concrete-Springfield Maintenance Building	455 N. Mayfair Ave, Springfield, MO
Signing and Striping Building	2455 N. Mayfair Ave, Springfield, MO
Signal Shop Building	2455 N. Mayfair Ave, Springfield, MO
Springfield Construction Office	2549 N. Mayfair Ave, Springfield, MO
Joplin Regional Office	2915 Doughboy Drive, Joplin, MO
Joplin Maintenance Buildings	2800 Stephens Blvd, Joplin, MO
Signing and Striping Building	2800 Stephens Blvd, Joplin, MO
Signal Shop Building	2800 Stephens Blvd, Joplin, MO
Anderson Maintenance Building	5475 State Hwy 59, Anderson, MO
Bolivar Maintenance Building	2816 West Broadway, Bolivar, MO
Bradleyville Maintenance Building	20907 E. Hwy 76, Taneyville, MO
Branson Maintenance Building	275 SW Outer Rd, Branson, MO
Branson Construction Office	275 SW Outer Rd, Branson, MO
Buffalo Maintenance Building	1732 N. Ash St., Buffalo, MO
Butler Maintenance Building	RR4 Box 623 Butler, MO
Carthage Maintenance Building	16623 Inca Road, Carthage, MO
Carthage Construction Office	16623 Inca Road, Carthage, MO
Cassville Maintenance Building	Rt 5 Box 5357, Cassville, MO
Clinton Maintenance Building	1057 E. Gaines Dr. Clinton, MO
Clinton Construction Office	1057 E. Gaines Dr. Clinton, MO
Cole Camp Maintenance Building	820 W. Main, Rt 52, Cole Camp, MO
El Dorado Springs, Maintenance Building	Rt 2 Box 120, El Dorado Springs, MO
Galena Maintenance Building	1880 State Hwy 248 W, Galena, MO
Greenfield Maintenance Building	70 North Hwy 39, Greenfield MO
Lamar Maintenance Building	67 SE First Lane, Lamar, MO
Marshfield Maintenance Building	331 Pin Oak Loop, Marshfield, MO.
Monett Maintenance Building	4478 W. Hwy 60, Monett, MO
Mt. Vernon Maintenance Building	1001 Spring Park Blvd, Mt. Vernon, MO
Neosho Maintenance Building	1300 S. Neosho Blvd, Neosho, MO
Nevada Maintenance Building	601 W. Outer Road, Nevada, MO
Nevada Construction Office	601 W. Outer Road, Nevada, MO
Osceola Maintenance Building	5371 NE Bus Hwy 82, Osceola, MO
Ozark Maintenance Building	1810 Selmore Road, Ozark, MO
Preston Maintenance Building	Rt 1, Box 124, Preston, MO
Republic Maintenance Building	1925 S. State Hwy N, Springfield, MO
Seymour Maintenance Building	500 State Hwy C, Seymour, MO
Stockton Maintenance Building	13998 East Hwy 32, Stockton, MO
Warsaw Maintenance Building	Rt 3 Box 255, Warsaw, MO

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

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

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: 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

## SPECIAL TERMS AND CONDITIONS

### INSURANCE / CERTIFICATE OF INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

- 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
- 2) Public **Liability** (includes property damage and personal injury)
  - a) Not less than \$500,000 each individual per accident or occurrence.
  - b) Not less than \$3,000,000 each accident or occurrence.
- 3) Special Hazard Insurance: As required.

The Bidder will need to provide, a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – Southwest District  
Joplin Regional Office  
2915 Doughboy Drive  
Joplin Mo. 64804

### MISSOURI NO TAX DUE

Contractors must submit a copy of their "Vendor No Tax Due" letter with their bid response. Vendors and contractors must provide verification of either being registered to collect sales and/or use tax in Missouri, or not making retail sales of tangible personal property or providing taxable services in Missouri. Contractors must verify such by submitting an official "Vendor No Tax Due" letter issued by the Missouri Department of Revenue. The Missouri Department of Revenue will issue the "Vendor No Tax Due" letter if you are properly registered to collect and have properly remitted sales and/or use tax, or if it determines you are not making retail sales in Missouri. You may obtain a "Vendor No Tax Due" letter by contacting the Missouri Department of Revenue. Information regarding House Bill 600, Section 34.040.6 RSMo, is available on the Department of Revenue's website at: <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

## **FEDERAL WORK AUTHORIZATION PROGRAM**

Pursuant to 285.530 RSMo, the bidder/offeror 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 **EXHIBIT A**, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror'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 requested 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).

All responses to this Request for PRICING UPDATES MUST be submitted on this form and **ALL pages and requested documents MUST be returned IN A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or on the mailing label**, to the Buyer listed above at the District mailing address shown. Company pricing sheets will be accepted in addition to the original bid pages.



## 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.

**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 \$3,000,000 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 \$3,000,000 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.

**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

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**.

**Award**

- a. Award of this bid/quote/proposal will be made on an "all or nothing" basis using the "lowest and best" principle of award.