



**MISSOURI DEPARTMENT OF TRANSPORTATION  
SE DISTRICT - SIKESTON  
SOLICITATION GUIDELINES AND DOCUMENTATION  
REQUEST FOR BID – PRICE AGREEMENT**

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: 10/7/11	<b>RESPONSES DUE NO LATER THAN:</b> <b>NOVEMBER 2, 2011 @ 1:00 PM CENTRAL TIME</b>	F.O.B. REQUIREMENTS: ITEM TO BE DELIVERED TO VENDOR
TO BE DELIVERED OR COMPLETED BY: N/A	<b>REQUEST # SE12-B389-RJ</b>  THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: TAMMY BAKER  PHONE NUMBER: (573)472-5369 FAX NUMBER: (573)-472-5890
<b>No RFB RESPONSES ACCEPTED BY FAX</b> Missouri Department of Transportation – SE District Procurement 2675 N. Main, P. O. Box 160 Sikeston, MO 63801	Delivery Location(s): MoDOT District Office (General Services) 2675 N. Main, Bldg. B Sikeston, MO 63801	

<b>VENDOR NAME:</b>	(Please enter your company name in this block)
---------------------	--

**PREVENTIVE MAINTENANCE SERVICES – PRICE AGREEMENT**

MoDOT SE District – Sikeston is requesting bids to establish pricing for Preventive Maintenance (PM) Services on various equipment and/or light-duty vehicles. Vendor selection for PM services will be a Multiple Award based on price, availability and individual part performance. The service period will be from the date of award through November 30, 2012.

Services will be made on an **as needed, if needed basis** for PM Level 1 services on light-duty vehicles and PM Level A, B, and C services on equipment from the District Office. PM Level 1 service descriptions and intervals are listed below. Passenger cars up to and including 1- ton pickups are classified as light-duty in this agreement. PM Level A, B, and C service descriptions and intervals are listed below under each specific type of equipment.

Vendors shall have sufficient personnel and equipment to provide the required services. MoDOT will communicate to vendor in a timely manner, prior to required service, the number of vehicle(s) requiring pm's and the date and time of anticipated delivery of vehicles. Within 24 hours of notification (1 work day) on light-duty vehicles, the awarded vendor will be responsible for completing the required servicing. Within 48 hours (2 work days) on equipment, the awarded vendor will be responsible for completing the required servicing. MoDOT will pickup and deliver all light-duty vehicles and equipment. Typical hours for pickup and delivery will be Monday through Friday from 7:30 AM to 3:00 PM. MoDOT SE District may expand the list of services to be provided with any successful vendor, provided that both parties are in agreement as to the scope of service/cost of any such additional services, which may be requested during the agreement period.

Items found defective during Maintenance, require communication with specified MoDOT personnel, which will include the description of the defect and the cost to make repairs prior to any authorization to make said repairs. Noted approval must shown on the invoice MoDOT employees name who gave approval

Each itemized invoice shall include the date and time of service, the make, model, license #, fleet #, and the mileage reading for vehicle that was serviced, along with the MoDOT employees signature that picked it up. A single invoice shall be submitted per service call for each vehicle. Payment will be made in accordance with the prices specified on the bid form and agreement requirements specified herein.

**RENEWAL OPTION PRICING:** The pricing bid above for any purchases must remain firm until November 30, 2012, at which time up to two additional one-year contract extensions may be granted. Specify the maximum percentage increase for each renewal period in the spaces provided below. The vendor is cautioned that the percentages shall be computed against the ORIGINAL contract price above for each renewal period. If the spaces provided for renewal percentages are blank or not complete, renewal prices shall be the same as during the original contract period.

1 <sup>st</sup> Year %:	2 <sup>nd</sup> Year %:
-------------------------	-------------------------

If the option for renewal is exercised by MoDOT, the vendor shall agree that the prices for the renewal periods shall not exceed the maximum percentage of increase for the applicable renewal period. If any increase is requested, documentation of need must be provided at the time of renewal. In addition, MoDOT does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated. MoDOT reserves the right to use the appropriate published "consumer price index" to establish a percentage of annual increase assuring the contractor and MoDOT can reach common ground for price negotiations at renewal times.

Due to different makes and models of vehicles a unit price on some of these services may not be easily figured. In that event you may give the hourly rate for labor and the markup rate on parts.  
 Light Duty PM A may be figured on a 5 qt oil change and extra oil required may be charge markup rate

**LIGHT DUTY CARS, VANS, AND TRUCKS UP TO 1 TONS.**

DESCRIPTION <b>PM A @ 7000 Miles</b>	UNIT PRICE
Change engine oil and filter	\$
Check belts and hoses	
Check all fluid levels	
Check/clean battery cables	
Check lights and warning devices	
Check engine air filter	
Check and rotate tires	
<b>TOTAL ORDER EXTENSION:</b>	

DESCRIPTION <b>PM B @ 25,000 Miles/Annually</b>	UNIT PRICE
Change fuel filter	\$
Change cab air filter	
<b>TOTAL ORDER EXTENSION:</b>	

DESCRIPTION <b>PM C @ 100,000 Miles</b>	UNIT PRICE
Change spark plugs	\$

## TRACTOR

DESCRIPTION <b>PM A – 200 Hr or Annual</b>	UNIT PRICE
Change engine oil and filter	
Change fuel filter	
Grease all fittings	
Check fluid levels	
Check/Clean battery cables	
Check loader accumulator (6430p JD tractors with loaders only) Follow OEM procedure.	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM B – 500 Hr</b>	UNIT PRICE
Change transmission filter (s)	
Change hydraulic filter (s)	
Change power steering filter	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM C – 5000 Hr</b>	UNIT PRICE
Adjust valve lash	\$

## LOADER

DESCRIPTION <b>PM A – 200 Hours/Annually</b>	UNIT PRICE
Change engine oil and filter	
Grease all fittings	
Check cab air filter	
Check all fluid levels	
Check/clean battery cables	
Check tire pressure and condition	
Check engine belts and hoses	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM B – 500 Hours</b>	UNIT PRICE
Change hydraulic filter	
Change transmission filter	
Change fuel filter	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM C – 3500 Hours</b>	UNIT PRICE
Change transmission fluid and filter	
Change planetary and axle fluids	
<b>TOTAL ORDER EXTENSION:</b>	\$

## BACKHOE

DESCRIPTION <b>PM A – 200 Hours/Annually</b>	UNIT PRICE
Change engine oil and filter	
Grease all fittings	
Check cab air filter	
Check tire pressure and condition	
Check engine belts and hoses	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM B – 500 Hours</b>	UNIT PRICE
Replace hydraulic filter	
Replace fuel filter	
Replace transmission filter	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM C – 3500 Hours</b>	UNIT PRICE
Change transmission fluid	
Change front and rear axle fluid	
Change hub oil	
<b>TOTAL ORDER EXTENSION:</b>	\$

## MOTOR GRADERS

DESCRIPTION <b>PM A – 200 Hours/Annually</b>	UNIT PRICE
Change engine oil and filter	
Grease all fittings	
Check tire pressure and condition	
Check battery cables	
Check belts and hoses	
Check cab air filter	
Check all fluids levels	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM B – 500 Hours</b>	UNIT PRICE
Change transmission filter	
Change fuel filter	
Change hydraulic filter	
Check operators manual for specific OEM recommendations	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM C – 3500 Hours</b>	UNIT PRICE
Change transmission fluid	\$

DESCRIPTION <b>PM D – 5000 Hours</b>	UNIT PRICE
Change oil in tandems	
Change differential oil	
<b>TOTAL ORDER EXTENSION:</b>	\$

## HD AND XHD TRUCKS

DESCRIPTION <b>PM A – 200 Hours/Annually</b>	UNIT PRICE
Grease all fittings	
Lube all pivot points	
<b>TOTAL ORDER EXTENSION:</b>	

DESCRIPTION <b>PM B – 400 Hours</b>	UNIT PRICE
Change engine oil and filter	
Check all fluid levels	
Check/clean battery cables	
Check belts and hoses	
Check lights/safety/warning devices	
Check tire pressure and condition	
Check lug nuts	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM C – 75000 Hours</b>	UNIT PRICE
Change Allison transmission filters	
NOTE: Incorporate antifreeze “strip” testing on GI.	
<b>TOTAL ORDER EXTENSION:</b>	\$

## **AERIAL UNITS** Sign Trucks

DESCRIPTION <b>PM A – 200 Hours/Annually</b>	UNIT PRICE
Change engine oil and filter	
Check/Clean battery cables	
Grease all fittings	
Check tire pressure and condition	
Check lights/safety/warning devices	
Check belts and hoses	
Lube all pivot points	
Visually inspect bucket, boom, and supports	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM B – 2000 Hours</b>	UNIT PRICE
Change hydraulic filter	\$

DESCRIPTION <b>PM C – 5000 Hours</b>	UNIT PRICE
Change transmission filter	\$

**Platform/Auger Trucks**

DESCRIPTION <b>PM A – 400 Hours</b>	UNIT PRICE
Change engine oil and filter	
Check/Clean battery cables	
Grease all fittings	
Check tire pressure and condition	
Check lights/safety/warning devices	
Check belts and hoses	
Lube all pivot points	
Visually inspect bucket, boom, and supports	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM B – Annual</b>	UNIT PRICE
Schedule to perform annual safety inspection	
Change hydraulic filters	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM C – 5000 Hours</b>	UNIT PRICE
Change transmission filters (this should be equivalent to the 75000 miles filter change recommended by Allison)	\$

**Signal Trucks (w/insulated bucket)**

DESCRIPTION <b>PM A – 200 Hours</b>	UNIT PRICE
Change engine oil and filter	
Check/Clean battery cables	
Grease all fittings	
Check tire pressure and condition	
Check lights/safety/warning devices	
Check belts and hoses	
Lube all pivot points	
Visually inspect bucket, boom, and supports	
<b>TOTAL ORDER EXTENSION:</b>	\$

DESCRIPTION <b>PM B – Annual</b>	UNIT PRICE
Schedule to perform annual safety inspection	
Change hydraulic filters	
Change hydraulic fluid	
<b>TOTAL ORDER EXTENSION:</b>	\$

## VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

**MoDOT purchase orders must be issued to the invoicing company (“Remit To”) address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).**

**All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses may be mailed, or hand-delivered.**

# 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 - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

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

**IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.**

**NO BID / NO QUOTE**

DATE: \_\_\_\_\_

TO: Missouri Department of Transportation – SE District  
Procurement  
2675 N. Main, P.O. Box 160  
Sikeston, MO. 63801  
573-472-5369 – fax # 573-472-5890

FROM: \_\_\_\_\_ (Company Name)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Email Address)

Our company is submitting “NO BID” on Request # \_\_\_\_\_ for the reasons indicated below (check all that apply):

- Product or service is not available or cannot meet the required specifications
- Cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:  
\_\_\_\_\_

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name from your bidder’s list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

**Note: The following pages detail further terms and conditions which apply to this Request For Bid (RFB). However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.**

#### **Tax Exempt Status**

The Missouri Highways and Transportation Commission (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.

#### **Right of Acceptance/Rejection**

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

#### **General Performance**

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/her 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 according to the scope of work and the requirements and specifications detailed within the solicitation documents.

#### **Invoicing and Payment**

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. 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. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Inspection and Acceptance**

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### **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.

It is not necessary for bidders to return these forms until requested. After all responses to this solicitation are received and reviewed, MoDOT will contact the awarded vendor to request a copy of a completed E-Verify Memorandum of Understanding (from the link below) along with a completed Signature and Identity of Bidder form and the appropriate affidavit form from the following pages.

**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.

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.

## **ADDITIONAL INFORMATION FOR VENDORS:**

To begin participation in the federal program takes some time on the internet (at the link above). Once the registration, tutorial and test on this site is passed, an electronically signed Memorandum of Understanding verifying program participation will be given. **Documentation of E-Verify participation will be requested by MoDOT, when applicable. Therefore, it is important that the vendor prints the Memorandum of Understanding (MOU) and keeps a copy for their use in this, as well as future RFB submissions.**

A vendor may submit **EITHER** a page from the E-Verify MOU listing the vendor's name and the MOU signature page completed and signed, at a minimum, by the vendor and Department of Homeland Security – Verification Division (electronic signature is acceptable) **OR** the E-Verify Employment Eligibility Verification (EEV) page. If the signature page of the MOU lists the vendor name and company ID, then no additional pages of the MOU are required. A vendor can obtain a copy of the EEV page by accessing the vendor's "Maintain Company" page in E-Verify and printing the screen.





**IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS SOLICITATION.**

**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 \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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.]*