

BID FORM

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

REQUEST NO.	2-150127RW1
DATE	January 12, 2015

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

2:00 p.m., Local Time, January 27, 2015

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

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

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

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

BUYER: Robin Warren

BUYER TELEPHONE: 573-526-7929

BUYER EMAIL:

Robin.Warren@modot.mo.gov

SUPPLIES OR SERVICES

COLD WEATHER TRAFFIC MARKING PAINT

To establish a contract to furnish "Cold Weather Traffic Marking Paint" with an effective date of
Notice to Proceed and ending December 31, 2015 in accordance with the following pages.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

Date: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

**Is your firm MBE
certified?** ☐ Yes ☐ No

Title: _____
**Is your firm WBE
certified?** ☐ Yes ☐ No

1. GENERAL INFORMATION AND INTRODUCTION

1.1 Introduction:

- 1.2.1 This Request for Bid seeks bids from qualified organizations to provide Cold Weather Traffic Marking Paint located throughout the State of Missouri with an effective contract period of Notice to Proceed through December 31, 2015, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope per section 3.1 Bid Submission. All questions regarding the RFB shall be submitted to the RFB Coordinator listed below. Bids must be returned to the no later than 2:00 p.m., Local Time, January 27, 2015.

RFB Coordinator:

Robin Warren
Sr. General Services Specialist

Phone: 573-526-7929
E-mail: Robin.Warren@modot.mo.gov

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide cold weather traffic marking paint (hereinafter referred to as traffic marking paint) on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of the MoDOT.
- 2.1.3 The contractor shall agree and understand the gallons of traffic marking paint specified herein is the estimated requirement for the striping season and is based on ideal conditions and therefore, subject to change due to weather and mechanical problems that may develop during the course of the striping season. MoDOT estimates, but does not guarantee, that the estimated quantities specified herein may be required/purchased.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of the MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Specific Requirements:

- 2.2.1 The contractor shall insure all materials, equipment, and/or services comply with the attached specification MGS- 09-02C and any other provisions outlined in the solicitation document.
- 2.2.2 The contractor shall insure that all containers are labeled with the appropriate hazardous material marking in accordance with the U.S. Department of Transportation regulation 173.115.
- 2.2.3 Prior to providing the traffic marking paint as specified herein, the contractor shall insure the contractor’s totes are cleaned to insure no loose particles of paint are passed into MoDOT’s striping equipment.
- 2.2.4 The contractor’s totes shall be 250 gallon capacity and compatible with the waterborne paint specified herein. The contractor’s totes shall be stainless steel or plastic containers surrounded by a supporting metal frame, and shall be capable of properly containing and delivering the paint.

2.3 Delivery Requirements:

- 2.3.1 The contractor shall deliver traffic marking paint as specified herein to all MoDOT Districts located throughout the State of Missouri. The contractor shall deliver such traffic marking paint F.O.B. destination.
- 2.3.2 The contractor shall not deliver any traffic marking paint to MoDOT until being notified by MoDOT by telephone or purchase order.
- 2.3.3 The contractor shall have a maximum of 8 full working days from time of notification to deliver traffic marking paint. Full working days shall be defined as a 24 hour period, Monday through Friday, excluding Saturday, Sunday, and Holidays.
 - a. In the event traffic marking paint is not delivered within the 8 full working day period, MoDOT shall be compensated at a rate of \$500 per day until the traffic marking paint is delivered.
 - b. The contractor shall agree and understand that such late delivery charge shall not be construed as a penalty.

- 2.3.4 The contractor shall deliver cold weather traffic marking paint in totes. If the contractor is capable of delivering cold weather paint in bulk, MoDOT may request this delivery option for portions of the orders based on individual district needs. When delivering cold weather traffic paint in bulk, the contractor shall deliver traffic marking paint using a tanker truck.
- a. Tote delivery - Delivery by totes shall be an option for each district.
 - 1) Totes shall be off-loaded at the locations specified by MoDOT.
 - 2) Empty totes shall remain at the MoDOT location that received the tote until MoDOT notifies the contractor there are sufficient quantities of empty totes to be picked up.
 - 3) The contractor shall pick up empty totes at no additional cost to MoDOT.
 - b. Optional bulk delivery – Bottom port loading and unloading shall be required. MoDOT shall furnish the necessary hoses and pumps to unload the tanker into MoDOT's 10,000 gallon traffic marking paint tanks at the designated delivery sites.
 - 1) The minimum bulk delivery for one (1) color shall be 3,000 gallons unless a smaller quantity is ordered. MoDOT personnel shall pump the traffic marking paint from the contractor's tanker trucks.
 - 2) Verification of the amount of traffic marking paint delivered shall be based on a weight ticket from a certified scale and using the weight per gallon as established by the MoDOT laboratory.
 - 3) Traffic marking paint arriving by tanker truck shall be delivered within 24 hours from the time of loading. Traffic marking paint arriving at the designated MoDOT site after 24 hours of loading will be rejected.
 - 4) *Bulk pricing will not be a determining factor in bid award.*
- 2.3.5 In the event MoDOT delays the contractor from unloading material, the contractor shall be compensated at the rate of \$24.00 per hour, computed to the nearest 15 minutes (One hour and 30 minutes shall be allowed for unloading material free of demurrage).
- a. If the contractor's material does not arrive at the time specified, the contractor shall compensate MoDOT at a rate of \$80.00 per hour, computed to the nearest 15 minutes.
 - b. If the contractor arrives prior to the specified time of delivery, unloading shall begin as soon as practical and allowed unloading time shall start when actual unloading begins, or at the specified arrival time, whichever is the earliest.
- 2.3.6 The contractor shall agree and understand that when more than one shipment of traffic marking paint is ordered for the same general location on the same day, the first shipment to arrive shall be unloaded first.
- a. If an earlier scheduled shipment does not arrive at the scheduled time, no demurrage shall be due the contractor on subsequent shipments, unless more than one hour and 30 minutes is required to unload each subsequent shipment.
 - b. If a shipment that did not arrive at the scheduled time arrives after unloading has begun on a subsequent shipment, the late shipment shall not be unloaded until all "on time" shipments have been unloaded. Demurrage due MoDOT shall be discontinued on the "late" shipment while the "on time" shipments are being unloaded.

- c. Unloading of an earlier scheduled shipment shall not begin after 2:30 P.M. and demurrage due to MoDOT shall be discontinued at that time.
- d. The contractor shall agree and understand the traffic marking paint belongs to the contractor and is the contractor's responsibility.

2.4 Additional Requirements:

- 2.4.1 The contractor shall furnish the truck driver a copy of the bill of lading, manifest or truck ticket that is to be presented to MoDOT personnel at destination prior to unloading. A copy is also to be available to the MoDOT representative at the shipping point. The bill of lading, manifest or truck ticket shall show the following information: Type and color of traffic marking paint, batch or lot number, purchase order number, truck number, weights of truck before and after loading, destination, date and time loaded, name and location of source and a certification statement.
- 2.4.2 The contractor shall retain all records throughout the duration of the contract and for a period of three (3) years following the final payment by MoDOT to the contractor, including, but not limited to, shipping tickets, invoices, and batch tickets, indicating the origin and components of every batch of traffic marking paint provided under the contract. The contractor shall make these records available to MoDOT upon request and without cost to MoDOT, Federal Highway Administration, or their designees. In addition, the contractor shall compile and provide to MoDOT any other documentation MoDOT deems necessary to determine the origin, ingredients, and components of each batch of traffic marking paint.
- 2.4.3 The contractor shall include a certified batch card with each sample submitted to the Central Laboratory located at 1617 Missouri Blvd, Jefferson City, MO 65109 that clearly shows the date and time of manufacture and the manufacturer's batch or lot number. The batch card shall include the exact formulation used to manufacture the batch or lot of traffic marking paint represented. The quantity in pounds of each constituent or raw material used in the manufacture of that batch shall be listed on the card, along with the manufacturer and lot number for that constituent. If a batch or lot is composed of different mixers or blend tanks of traffic marking paint that are combined to create a single batch or lot for shipping, the quantities of each constituent shall be shown for each mixer or blend tank of traffic marking paint produced.

2.5 Liquidated Damage Requirements:

- 2.5.1 The contractor shall agree and understand that providing traffic marking paint in accordance with the requirements stated herein is considered critical to the efficient operations of the MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the percentages identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - a. In the event the contractor fails to provide traffic marking paint in accordance with the contractual requirements specified herein, the contractor shall agree and understand that MoDOT shall solely determine which of the following percentages of deduction shall be assessed against the contractor for the contractor's noncompliance, and such shall be final and without recourse.

Deduction Rate Table

Minor	5 %
Slight	10 %
Moderate	25 %
Severe	50 %

- b. The contractor shall agree and understand that in the event 10 or more batches in a contract year are determined not to comply with the contractual requirements, MoDOT reserves the right to increase the percentages listed above.
- c. The contractor shall agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the MoDOT, at the sole discretion of the MoDOT.
- d. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- f. The contractor shall understand and agree that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.

2.6 Invoicing and Payment Requirements:

- 2.6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.6.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.6.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.6.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MoDOT shall not make any advance deposits.
- 2.6.7 The MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MoDOT's rejection and shall be returned at the contractor's expense.
- 2.6.8 The MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.7 Other Contractual Requirements:

- 2.7.1 Contract Period - The contract shall commence from Notice to Proceed until December 31, 2015 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
 - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the current contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
 - d. Renewal percentages will not be considered in determination of bid award.
- 2.7.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or 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 period for a renewal.
- 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.

2.7.4 Contract Bond - In the event a price increase is granted due to an approved escalation, the contractor shall increase their 100% contract bond, as specified elsewhere herein, to reflect the current contract value.

2.7.5 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked **“Cold Weather Traffic Marking Paint”**.
- 3.1.2 All bids must be received at the following address no later than January 27, 2015 at 2:00 p.m., Local Time.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Robin Warren

830 MoDOT Drive
Jefferson City, MO 65109

PO Box 270	Billing Address
Jefferson City, MO 65102	

- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.
- b. 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.
- c. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 *Proposal/Bid Guaranty/Contract Bond:*

- a. Each bid/proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.6 *Prequalification of Bidder and Prequalification of Paint:*

- a. Reference section 3.10 of the attached specification MGS-91-06O for requirements for prequalification of bidder.
- b. Reference section 4.0 of the attached specification MGS-91-06O for sampling and certification documentation requirements to be submitted prior to bid opening.
- c. Reference bid number on samples submitted to Materials Laboratory.

3.1.7 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.8 *Cost Determination* - The low bid shall be determined by multiplying the estimated quantity with the applicable unit price to obtain a total price. The grand total of the lowest bids per district will be compared to the total of the lowest statewide bid. *See Attachment A example.*

3.1.9 *Contract Award* – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on a “District-by-District” basis **or** a “Statewide” basis, whichever is the lowest cost to the state as a whole using the “lowest and best” principle of award.
- b. No award of contract shall be made until the traffic marking paint has successfully complied with all of the requirements specified herein, and has been tested in the MoDOT Central Laboratory. **NOTE:** Normal-testing time is a minimum of thirty (30) calendar days.
- c. MoDOT reserves the right to reject any or all bids, and no award is final until formally approved.

4. PRICING

4.1 Pricing and Renewals

4.1.1 The bidder shall provide a firm, fixed price on the Pricing Page for the original contract period for providing the deliverables in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables shall be included in the price. Bidder is encouraged, but not required to submit bids on all line items. ***However, to be considered responsive for a district, all line items within a given district must have a bid amount.***

4.1.2 In the event that MoDOT exercises its options to renew the contract for three (3) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or maximum percentage of decrease for each renewal period.

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

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

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

Company Name

Signature

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table><thead><tr><th><u>M/WBE Name</u></th><th><u>Percentage of Contract</u></th><th><u>M/WBE Certifying Agency</u></th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

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

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								
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>									
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. <table><thead><tr><th><u>Veteran Information</u></th><th><u>Business Information</u></th></tr></thead><tbody><tr><td>Service-Disabled Veteran's Name (Please Print)</td><td>Service-Disabled Veteran Business Name</td></tr><tr><td> </td><td> </td></tr><tr><td>Service-Disabled Veteran's Signature</td><td>Missouri Address of Service Disabled Veteran Business</td></tr></tbody></table>		<u>Veteran Information</u>	<u>Business Information</u>	Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name			Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business
<u>Veteran Information</u>	<u>Business Information</u>								
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name								
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business								

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

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

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Traffic Paint** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being first
duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

Cold Weather Traffic Paint

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation
Commission**) in the penal sum of:

_____ **Dollars**
(\$_____) to be paid to the **State of Missouri or to the Missouri Highways and
Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation
Commission for furnishing **Cold Weather Traffic Paint** as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the
Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation
Commission the contract and contract bond in compliance with the requirements of the proposal, the
specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission,
then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission,
fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting
through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to
recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of
recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY
authorized to conduct surety business in the State of Missouri.

RFB 2-150127RW1 - Cold Weather Traffic Marking Paint (Totes) Pricing Page

Item #	Location & Description	Estimated Qty	Unit Price	Extended Cost
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Northwest - St. Joseph

1	White Water Borne	1,500		
2	Yellow Water Borne	1,500		

Northwest Total \$

Northeast - Macon

3	White Water Borne	9,000		
4	Yellow Water Borne	0		

Northeast - Hannibal

5	White Water Borne	6,000		
6	Yellow Water Borne	15,000		

Northeast Total \$

Kansas City - Kansas City

7	White Water Borne	5,000		
8	Yellow Water Borne	5,000		

Kansas City - Warrensburg

9	White Water Borne	0		
10	Yellow Water Borne	0		

Kansas City Total \$

Central - Jefferson City

11	White Water Borne	3,000		
12	Yellow Water Borne	3,000		

Central - Rolla

13	White Water Borne	0		
14	Yellow Water Borne	0		

Central Total \$

St. Louis - Ballwin

15	White Water Borne	12,000		
16	Yellow Water Borne	12,000		

St. Louis Total \$

Southwest - Joplin

17	White Water Borne	3,000		
18	Yellow Water Borne	3,000		

Southwest - Springfield

19	White Water Borne	6,000		
20	Yellow Water Borne	6,000		

Southwest Total \$

Southeast - Willow Springs

21	White Water Borne	3,000		
22	Yellow Water Borne	3,000		

Southeast - Sikeston

23	White Water Borne	3,000		
24	Yellow Water Borne	3,000		

Southeast - Park Hills

25	White Water Borne	3,000		
26	Yellow Water Borne	3,000		

Southeast Total \$

STATEWIDE

27	White Water Borne	54,500		
28	Yellow Water Borne	54,500		

Statewide Total \$

Signature

Company Name

Optional statewide pricing per gallon for BULK \$ _____ White (Not used as a determining factor in bid award.)
 Optional statewide pricing per gallon for BULK \$ _____ Yellow (Not used as a determining factor in bid award.)



MATERIAL GENERAL SERVICES SPECIAL PROVISIONS
COLD WEATHER WHITE AND YELLOW ACRYLIC WATERBORNE TRAFFIC MARKING
PAINT MGS-09-02C

1.0 DESCRIPTION. These specifications cover waterborne traffic paint for application on bituminous or Portland cement concrete pavements by department-owned spray equipment at application temperatures of 35 to 150°F (2 to 66°C). The paint shall be capable of receiving and holding glass beads for producing reflectorized traffic markings.

1.1 The attention of the bidder is specifically directed to the following requirements: **At the request of the purchaser, any paint furnished under this provision that has been contaminated with any form of material, cannot be satisfactorily applied, or that does not otherwise meet these specifications shall be disposed of by the supplier and immediately replaced with acceptable material entirely at the supplier's expense, including handling and transportation charges. Paint that has been delivered and is subsequently determined to fail to meet these specification requirements may be accepted for use by the purchaser after an appropriate deduction in purchase price as determined by MoDOT. It is to be expressly understood that these requirements are part of the bid.**

2.0 MATERIALS. The paint shall not contain more than 500 ppm lead and/or more than 780 ppm chromium based on dry weight and shall have limited Volatile Organic Content (VOC), as noted herein.

2.1 Acrylic Emulsion Polymer. The acrylic emulsion polymer used in the manufacture of the paint shall be Dow Fastrack XSR or preapproved equivalent. Later generation acrylic emulsions may be substituted only after concurrence of the Chemical Laboratory Director.

2.2 General. The finished paint shall be formulated and manufactured from first-grade materials and shall be a fast drying, water based, acrylic resin type paint capable of withstanding air and roadway temperatures without bleeding, staining, discoloring, or deforming. The dried paint film shall be capable of maintaining its original dimensions and placement without chipping, spalling, or cracking. In addition, it shall not deteriorate because of contact with sodium chloride, calcium chloride, mild alkalis and acids, or other ice control materials, or oil, gasoline or diesel fuel drippings from vehicles.

2.3 Maintained retroreflectivity. Photometric quantity to be measured is coefficient of retroreflective luminance (R_L) in accordance with the requirements of ASTM E1710 for 30-meter geometry. The average R_L for concrete and asphalt surfaces shall be expressed in millicandelas per square meter per lux (millicandelas/m²/lux) and shall be at least 75 for 30 meter geometry, when measured in the wheel path area.

2.4 Mixed Paint. The mixed paint shall conform to the following requirements.

2.4.1 The paint shall be strained before filling, using a screen or strainer not coarser than 40 mesh or equivalent.

2.4.2 The volatile content of the finished paint shall contain less than 150 grams of volatile organic matter per liter in accordance with ASTM D3960.

2.4.3 The paint shall have the following properties:

2.4.3.1 Physical Properties.

Weight per Gallon, 77°F (25°C), lbs.	Report
Viscosity, 77°F (25°C), Krebs Units	(75-92)
Grind (Hegman Gage), min.	3
Laboratory Dry Time, ASTM D 711, minutes, max.	10
Dry Through Time, minutes, max.	150

2.4.3.2 Color. For white the color shall closely match Color Chip 37925 of Federal Standard 595b. For yellow, the color shall closely match Color Chip 33538 of Federal Standard 595b. Color determination will be made for markings and the diffuse daytime color of the markings shall conform to the below CIE Chromaticity coordinate limits. Color determination for liquid marking materials will be made over the black portion of a 2A or 5C Leneta Chart (or equal) at least twenty-four (24) hours after application of a 15-mil wet film. Color readings will be determined in accordance with the requirements of ASTM E1349 using CIE 1931 2° standard observer and CIE standard illuminant D65.

CIE CHROMATICITY COORDINATE LIMITS (INITIAL)								
Color	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.334	0.357	0.334	0.317	0.297	0.357	0.297	0.317
Yellow	0.531	0.483	0.531	0.429	0.471	0.483	0.471	0.429

2.4.3.3 Flexibility. The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952B.

2.4.3.4 Water Resistance. The paint shall conform to Federal Specification TT-P-1952B. There shall be no blistering or appreciable loss of adhesion, softening, or other deterioration after examination.

2.4.3.5 Freeze-Thaw Stability. The paint shall show no coagulation or change in consistency greater than 10 Krebs Units, when tested in accordance with Federal Specification TT-P-1952B.

2.4.3.6 Heat Stability. The paint shall show no coagulation, discoloration or change in consistency greater than 10 Krebs Units, when tested in accordance with Federal Specification TT-P-1952B.

2.4.3.7 Dilution Test. The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

2.4.3.8 Storage Stability. After 30 days storage in three-quarters filled, closed container, the paint shall show no caking that cannot be readily remixed to a smooth, homogeneous state, no skinning, livering, curdling, or hard settling. The viscosity shall not change more than 5(10) Krebs Units from the viscosity of the original sample.

2.4.3.9 Contrast Ratio. The minimum contrast ratio (hiding power) shall be 0.99 for White and 0.98 for Yellow when drawn down with a 0.015 film applicator on a 2A or 5C Leneta Chart (or equal) and air-dried for 24 hours. Contrast Ratio = Black/White.

2.4.3.10 Reflectance. The daylight directional reflectance of the white paint shall not be less than 87 percent and not less than 50 percent for yellow paint of a 15 mil wet film applied to a 2A or 5C Leneta Chart (or equal). After drying for a minimum of 24 hours measure the reflectance of the paint over the black portion of the chart using colorimeter, ASTM E 1347.

2.4.3.11 Bleeding. The paint shall have a minimum-bleeding ratio of 0.97 when tested in accordance with Federal Specification TT-P-1952B. The asphalt saturated felt shall conform to ASTM D 226 for Type I.

2.4.3.12 No-Tracking Time Field Test. The paint shall dry to a no-tracking condition under traffic in three (3) minutes maximum when applied at 15 ± 2 mil wet film thickness at 120-140°F (49-60°C), and from three (3) to ten (10) minutes when applied at ambient temperatures, with 10 pounds (4.53 kilograms) of glass beads per gallon (3.8 liters) of paint. "No tracking" shall be the time in minutes required for the line to withstand the running of a standard automobile over the line at a speed of approximately 40 mph (64 kph), simulating a passing procedure without tracking of the reflectorized line when viewed from a distance of 50 feet (15 meters).

2.4.3.13 Dry Through Time. The paint shall be applied to a non-absorbent substrate at a wet film thickness of 15 ± 1 mils and placed in a humidity chamber controlled at 90 ± 5 percent R.H. and 72.5 ± 2.5 °F. The dry through time shall be determined according to ASTM D 1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.

3.0 PREQUALIFICATION OF BIDDER. No bid will be considered unless the firm submitting the bid can meet the following conditions:

3.1 That it has in operation a plant adequate for, and devoted to manufacture of the pavement marking paint that it proposes to furnish, and is capable of producing batch sizes of at least 3500 gallons (13,250 liters).

3.2 That it maintains a laboratory to scientifically control the product bid upon to assure accuracy and quality of formulation.

3.3 That it has produced fast drying waterborne traffic marking paint over the past year (1) with a successful application record.

3.4 The Commission must receive proof of the above-listed items prior to the award of the contract.

4.0 PREQUALIFICATION OF PAINT.

4.1 Prior to bid opening, each bidder shall submit three one-quart samples of each paint bid upon. Each paint sample shall be accompanied by one pint can of acrylic emulsion, and certified test results for all of the tests stipulated under Section 2.4 of this specification with the exception of the Storage Stability test stipulated under Section 2.4.3.8. Each sample shall be identified by manufacturer's code number and type of paint to permit easy reference and identification. Samples are to be submitted to the Chemical Laboratory Director, Missouri Department of Transportation, Materials Laboratory, 1617 Missouri Blvd., Jefferson City, MO 65109. MHTC will not award the contract until it receives the results of the paint tests.

4.2 The bidder shall also submit certification that the paint offered for conformance to this

specification will be manufactured to the same formulation throughout the contract period. The only deviations from this formulation that are permitted are a slight variation in the amount of thickener used in order to adjust the viscosity to the required level and the addition of sufficient water to replace that lost in processing of the paint.

4.3 No award of bids will be made until the paint has met all the requirements specified herein, with the exception of the Storage Stability test stipulated under Section 2.4.3.8, when subjected to testing in the MoDOT Central Laboratory. NOTE: Normal testing time is a minimum of 30 calendar days.

5.0 SERVICE. Since proper application is deemed essential to the success of this process, the manufacturer shall have at least one technician available to instruct in the application of this type of paint. The technician shall be familiar with the application equipment and the materials, and shall have successful experience in the placing of fast drying waterborne traffic paint at the film thickness requirements of this specification.

6.0 ACCEPTANCE. The Missouri Department of Transportation reserves the right to make field tests of material after receipt of bids, but prior to award to determine the paint's suitability for application in its equipment and for purposes of determining compliance with drying time requirements of this specification.

6.1 STABILITY IN STORAGE. After storage for periods up to twelve (12) months from the date of manufacture, the paint shall comply with the following requirements:

- a) The pigment shall not settle badly or cake in the container, nor shall the paint skin or thicken in storage sufficiently to cause an undesirable change in consistency, nor show spoilage.
- b) The paint shall comply with all other provisions of these specifications and be capable of being redispersed with a paddle or mixer to a smooth uniform condition of usable consistency.

7.0 PURCHASING. The ready-mixed paint shall be purchased by volume, one (1) gallon shall mean two hundred thirty-one (231) cubic inches at seventy-seven (77) degrees Fahrenheit.

8.0 INSPECTION. The successful vendor shall notify the Chemical Laboratory Director, Missouri Department of Transportation, P.O. Box 270, Jefferson City, MO 65102 prior to start of manufacture of any paint. Should the vendor's production facility be outside of the State of Missouri, the department reserves the right to take into consideration, in determining the low bidder, the added cost of inspection at such point compared to inspection performed within the state.

8.1 The manufacturer shall provide, at no additional cost, standard friction-seal cans for the shipment of the finished product. The sample cans shall be lined to prevent rusting.

8.1.1 The manufacturer shall arrange for overnight delivery of the samples to MoDOT's Central Laboratory and shall be responsible for the total cost of these shipments.

8.2 Manufacture of the paint may be witnessed in whole or part, at the discretion of the department's inspector. **Production shall not begin prior to the arrival of the department's inspector, unless prior specific approval for the starting has been obtained.** The manufacturer shall provide the inspector free access to those parts of the manufacturing facility where raw materials are stored, products are being manufactured, or finished products are

being tested, and in all other ways shall facilitate the inspector in performing his duties. Finished products, when stored, shall be in an orderly fashion to permit proper and correct inventory of these materials at all times.

8.3 Basis for Rejection. Finished products that fail to meet any requirement of these specifications shall be subject to rejection.

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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**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

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/qc_1185221678150.shtml
 - 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.

Official Holidays

- a. 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
- b. 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**.

STATE OF _____)
) ss
COUNTY OF _____)

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

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

• I, the Affiant, 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.

Affiant Signature

Notary Public

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

Exhibit B
AFFIDAVIT OF LAWFUL PRESENCE FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

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 the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

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

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

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

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

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

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

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

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

Affiant Signature

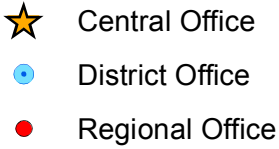
Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires:

District Map



ATTACHMENT A - Example

Item #	Location & Description	Bidder	Unit Price	Extended Cost
Northwest - St. Joseph Bidder A				
1	White Water Borne	1,500	\$5.00	\$ 7,500.00
2	Yellow Water Borne	1,500	\$6.00	\$ 9,000.00
Northwest Total				\$ 16,500.00
Northeast - Macon Bidder A				
3	White Water Borne	9,000	\$5.50	\$ 49,500.00
4	Yellow Water Borne	0	\$6.50	\$ -
Northeast - Hannibal				
5	White Water Borne	6,000	\$5.50	\$ 33,000.00
6	Yellow Water Borne	15,000	\$6.50	\$ 97,500.00
Northeast Total				\$ 180,000.00
Kansas City - Kansas City Bidder A				
7	White Water Borne	5,000	\$5.50	\$ 27,500.00
8	Yellow Water Borne	5,000	\$6.50	\$ 32,500.00
Kansas City - Warrensburg				
9	White Water Borne	0	\$5.50	\$ -
10	Yellow Water Borne	0	\$6.50	\$ -
Kansas City Total				\$ 60,000.00
Central - Jefferson City Bidder B				
11	White Water Borne	3,000	\$6.00	\$ 18,000.00
12	Yellow Water Borne	3,000	\$7.00	\$ 21,000.00
Central - Rolla				
13	White Water Borne	0	\$6.00	\$ -
14	Yellow Water Borne	0	\$7.00	\$ -
Central Total				\$ 39,000.00
St. Louis - Ballwin Bidder B				
15	White Water Borne	12,000	\$5.50	\$ 66,000.00
16	Yellow Water Borne	12,000	\$6.50	\$ 78,000.00
St. Louis Total				\$ 144,000.00
Southwest - Joplin Bidder A				
17	White Water Borne	3,000	\$5.00	\$ 15,000.00
18	Yellow Water Borne	3,000	\$6.00	\$ 18,000.00
Southwest - Springfield				
19	White Water Borne	6,000	\$5.00	\$ 30,000.00
20	Yellow Water Borne	6,000	\$6.00	\$ 36,000.00
Southwest Total				\$ 99,000.00
Southeast - Willow Springs Bidder C				
21	White Water Borne	3,000	\$6.00	\$ 18,000.00
22	Yellow Water Borne	3,000	\$7.00	\$ 21,000.00
Southeast - Sikeston				
23	White Water Borne	3,000	\$6.00	\$ 18,000.00
24	Yellow Water Borne	3,000	\$7.00	\$ 21,000.00
Southeast - Park Hills				
25	White Water Borne	3,000	\$6.00	\$ 18,000.00
26	Yellow Water Borne	3,000	\$7.00	\$ 21,000.00
Southeast Total				\$ 117,000.00
Grand Total of Districts				\$ 655,500.00
STATEWIDE Bidder A				
27	White Water Borne	54,506	\$5.00	\$ 272,527.50
28	Yellow Water Borne	54,500	\$6.00	\$ 327,000.00
Statewide Total				\$ 599,527.50

*** Statewide Total is less than Grand Total of Districts and therefore award would be made on a Statewide Bid basis.