

March 14, 2017

1.0 INTRODUCTION AND GENERAL INFORMATION

General Services: Bid Request 5-170328RW

1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Concrete Bridge Approach Slabs and Rigid Pavement Alignments**, with an anticipated contract period from the date of Notice to Proceed continuing through April 30, 2018 to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).

Your written bid must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified below, at the office of the **RFB Coordinator**:

Robin Warren
Missouri Department of Transportation
General Services – Procurement Division
830 MoDOT Drive, Jefferson City, MO 65109 (physical address)
P.O. Box 270, Jefferson City, MO 65102 (mailing address)
Email: Robin.Warren@modot.mo.gov
Phone: 573-526-7929

All documents must be sealed and the outermost wrapping should be clearly marked "**RFB 5-170328RW, Bid for “Concrete Bridge Approach Slabs & Rigid Pavement Alignments”**". All questions regarding the RFB shall be submitted to the RFB Coordinator noted herein by the deadline date set in the “RFB Schedule of Events”. Sealed bids must be received by the Missouri Department of Transportation, Jefferson City, Missouri, on or before **2:00 P.M., Central Time, March 28, 2017**. At that time bids will be publicly opened and read at MoDOT General Services, 830 MoDOT Drive, Jefferson City, MO 65109.

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, FedEx or any other organization, as its agent for purposes of accepting bids. Any bids arriving at the designated office after the deadline specified will not be considered.

It is the sole responsibility for all bidders to check the website for any addenda issued on this solicitation and to ensure their bid price reflects any addendum. The MHTC reserves the right to reject any or all bids for any reason whatsoever.



1.2 General Information

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of *Concrete Bridge Approach Slabs and Rigid Pavement Alignments*, as set forth herein.
- 1.2.2 Organization: This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Other Contractual Requirements
 - 4) General Bid Information.
 - 5) Pricing Page
 - 6) Additional Award and Contract Information Requirements
 - 7) Bid Bond
 - 8) Signature and Identity of Bidder
 - 9) Anti-Collusion Statement
 - 10) Vendor Information and Preference Certification Form
 - 11) Worker Eligibility Verification Affidavit
 - 12) Prior Experience of Bidder
 - 13) Notice of Cooperative Purchasing
 - 14) District Boundaries Map
- 1.2.3 The bidder may withdraw, modify or correct their 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

2.0 SCOPE OF WORK

2.1 General Requirements

- 2.1.1 The Contractor shall lift, align, and underseal concrete bridge approach slabs and pavements with polyurethane material 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 services to the sole satisfaction of MoDOT.
- 2.1.3 The Bidder must have a minimum of three (3) years of successful experience in performing the type of work specified herein, and performed worked on a minimum of 50 successful projects (highway bridges) in performing the type of work specified herein.

- a. Experience: The Bidder should provide on the attached form, “Prior Experience of Bidder”, Section 12, or any other format that contains the requested information - information related to previous and current services and/or contracts performed by the Bidder or the Bidder’s organization during the past three (3) years and any proposed subcontractors, similar to the requirements of this RFB.

Note: Bidder is encouraged to make necessary copies of this form for completing the experience information. MoDOT reserves the right to determine which references to call and whether or not to call all references for all Bidders.

- b. Successful Projects: The Bidder should provide a list of all successful projects, performing the type of work specified herein, to include the location, dates of service, and a contact name and phone number of an individual who can answer questions relating to the successful completion of each project.

- 2.1.4 The Bidder shall understand and agree that MoDOT shall make no guarantee as to the amount of services that may be required annually. For purposes of this bid, the Bidder can assume bonding of approximately \$40,000 for each District for which a bid is submitted.
- 2.1.5 MoDOT reserves the right to obtain “like or similar” services as specified herein from other providers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.6 Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the services required herein.

2.2 Specific Requirements

- 2.2.1 The Contractor shall provide services to lift, align, and underseal concrete bridge approach slabs and pavements with polyurethane material to provide a smooth

transition from the approach roadway to the bridge structure at various locations on the state agency highway system. Such services shall be in accordance with the following.

- a. The Contractor shall provide the specified services in accordance with the 2016 Missouri Standard Specifications for Highway Construction, Section 625.20 Slab Jacking. (Click on the following link):

http://www.modot.mo.gov/business/standards_and_specs/Sec0625.pdf

- b. The Contractor shall use a fast setting material to permit the roadway to be opened to traffic within one (1) hour after the slab has been repositioned.
- c. The state agency shall provide traffic control while the Contractor is providing the specified services.
- d. If the Contractor lifts the slab more than what is indicated in Section 625.20 and fails to make appropriate corrections, liquidated damages in the amount specified in section 2.4 of the contract will be assessed. If the Contractor fails to make the necessary corrections within a time period specified by the Commission's Representative, all costs undertaken by MoDOT that are necessary to make repairs shall be assessed to the Contractor.

2.3 Delivery Requirements

- 2.3.1 The Contractor shall deliver the services and associated products specified herein to statewide locations to be identified during the contracting period.
- 2.3.2 Services must be completed within 60 days after receipt of order.

2.4 Liquidated Damage Requirements

- 2.4.1 The Bidder shall agree and understand that providing the lifting, aligning, and undersealing concrete bridge approach slabs and rigid pavements in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the Bidder fails to comply with the contractual requirements, the Bidder shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - a. In the event the Contractor fails to provide the specified services for lifting, aligning, and undersealing concrete bridge approach slabs and pavements in accordance with the contractual requirements specified herein, the Contractor shall be assessed liquidated damages in the amount of \$500.00 per day for each such delinquent day.
 - b. The Contractor shall further 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 MoDOT, at the sole discretion of MoDOT.

- c. The Bidder shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
- d. Bidder shall agree and understand that all assessments of liquidated damages shall be within the discretion of the MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.
- e. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

2.5 Invoicing and Payment Requirements

- 2.5.1 The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of services, as specified herein.
- 2.5.2 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.
- 2.5.3 The Contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of services specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.
- 2.5.5 MoDOT 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.
- 2.5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.5.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

- 2.6 **Insurance:** Contractor must carry the Liability Insurance as listed in the 2016 Missouri Standard Specifications for Highway Construction, including all supplements. Proof of insurance will be required prior to final contract execution.

3.0 OTHER CONTRACTUAL REQUIREMENTS

- 3.1 Contract Period:** The contract shall commence from the date of the fully executed agreement through April 30, 2018 with up to four (4) twelve month renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the Contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. ***Renewal options are at the sole discretion of MoDOT.***
- 3.2 Renewal Periods:** If the option for renewal is exercised by MoDOT, the Contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 3.3 Price 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 renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 3.4 Contract Bond for Price Increases:** 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.
- 3.5 Variation From Specifications:** Any variation from the standard specifications published as part of this bid must be approved by the Missouri Highway and Transportation Commission, or its designated Project Manager, prior to the issuance of any contract or order form by MoDOT. The bidder will need to include all information on the variance(s) proposed with his/her bid.
- 3.6 Compliance with Bid Requirements:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by MoDOT. Failure to comply with the requirements

published in this bid may result in the bid being subject to rejection. Materials that do not meet specifications will require all of the rejected materials to be removed at the Contractor's expense.

- 3.7 Non-Exclusivity:** The Missouri Department of Transportation reserves the right to obtain like or similar services of this or other providers when use of such services is deemed in the best interest of MoDOT.
- 3.8 Commission Representative:** The Commission's *Maintenance Division Engineer* is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this agreement.

4.0 GENERAL BID INFORMATION

- 4.1 Contract Prices:** All prices shall be firm and fixed. MoDOT shall not pay nor be liable for any other additional cost including but not limited to mobilization, demobilization, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, etc. The Contractor shall not invoice federal, state or local taxes. Payment for all services herein shall be made in arrears.
- 4.2 Contract Award:** The contract will be awarded to the lowest responsible bidder determined as specified on the Pricing Page referenced herein.
- 4.3 Inspection:** Work will be inspected during the course of any identified project. Inspections will be made to determine compliance of standard specifications.
- 4.4 Open Competition/Request For Bid Document:** 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.
- 4.5 Communication from Bidders:** Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the RFB Coordinator identified herein, unless the RFB specifically refers the bidder to another contact. Such communication should be received by the date outlined in the RFB Schedule of Events published herein.
- 4.6 Bidder Information and Prequalification to Bid:** A contractor bidding on a MoDOT highway construction project must have a contractor questionnaire on file with the Commission. **Submit completed Contractor Questionnaire with attachments not later than seven (7) calendar days prior to the date and hour of the bid opening.** See Sec 102.2 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.010, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website at <http://www.modot.org/business/BecomeAMoDOTPrimeContractor.htm>.

- 4.7 Prevailing Wage Order:** The awarded contractor shall be required to comply with the wages as fixed by the Missouri Department of Labor and Industrial Relations (DOLIR). Annual Wage Order No. 23 Incremental Increase #8, attached herein, as published by the Missouri Department of Labor and Industrial Relations is in effect. If awarded the contract, the Contractor shall be responsible for submitting notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a *lien waiver* from all material suppliers.
- 4.8 Bid Guaranty and Contract Bond:** This bid and its opening is unable to use the resource of the 'Electronic Bid Bond' that is kept on file with our Design and Construction Division. Please submit an individual bid bond or alternative as indicated herein. The use of 'Electronic Bid Submittal' as offered through the Design and Construction monthly bid lettings *is also not in use* for this bid submittal. Returned *Sealed Bids* are required for this solicitation.
- a. Each bid 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 as part of these bid documents** 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.
- 4.9 Failure to Execute The Contract:** Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 calendar days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

- 4.10 Award/Cancellation:** The contract will be awarded by the Commission to the lowest responsible bidder as noted herein. Notification of award will be at the time the tabulation is posted to the Internet. See Section 103.2.1 of the 2016 Missouri Standard Specifications For Highway Construction.

http://www.modot.mo.gov/business/standards_and_specs/highwayspecs.htm

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

- 4.11 Minority and Women Business Enterprise Participation:** 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.

5.0 PRICE PAGE

5.1 The bidder shall provide a firm, fixed price in the table below for the original contract period and a maximum percentage increase for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFB. ***ALL COSTS*** associated with providing the required services shall be included in the stated prices. Please see the attached ***District Boundary Map*** for additional information.

		Maximum Percentage of Increase			
District	Original Contract Period <i>Firm, Fixed Price</i>	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period
Northwest	\$ _____ / pound	_____ %	_____ %	_____ %	_____ %
Northeast	\$ _____ / pound	_____ %	_____ %	_____ %	_____ %
Kansas City	\$ _____ / pound	_____ %	_____ %	_____ %	_____ %
Central	\$ _____ / pound	_____ %	_____ %	_____ %	_____ %
St. Louis	\$ _____ / pound	_____ %	_____ %	_____ %	_____ %
Southwest	\$ _____ / pound	_____ %	_____ %	_____ %	_____ %
Southeast	\$ _____ / pound	_____ %	_____ %	_____ %	_____ %

5.2 NOTE ON RENEWALS: If renewal percentages are not provided in the above pricing table, ***the prices during renewal periods shall be the same as during the current contract period.*** The Bidder is cautioned that the percentage shall be computed against the CURRENT contract prices during the renewal period(s).

5.3 AWARD: Award of the contract will be ***by District*** to the lowest, responsive bidder, based on the lowest firm, fixed price ***for the original contract period only.*** MoDOT reserves the right to make multiple awards and awards which will be in the best interests of MoDOT.

Company Name _____

Signature _____

6.0 ADDITIONAL AWARD AND CONTRACT INFORMATION REQUIREMENTS

6.1 All awarded bidders **MUST be in full accordance with the following before contract can be fully executed:**

6.1.1 Tax Clearance Certificate: MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Please contact the Department of Revenue at (573) 751-9268 for additional information on obtaining a Tax Clearance Certificate.

6.1.2 E-Verify Program: Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION, and
- b. Proving documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services request herein.
- c. E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program. E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

6.1.3 MissouriBUYS Registration: Awarded Vendor may be required to register in MissouriBUYS if not showing up in the financial system, in order to allow the Missouri Department of Transportation to pay invoices.

6.1.4 Out-of-State Transient Employers: Section 285.230, RSMo: Out of state vendors will need to provide this certificate. Please contact the Department of Revenue (DOR), 573-751-0459, to obtain this certificate. The DOR does not charge for registering, however, you must be able to obtain a tax payment bond in the amount of at least \$5,000 and no more than \$25,000. If all the appropriate information is made available to the DOR, it will take 2-3 weeks to obtain the tax bonding and "Certificate of Registration".

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

7.0 BID BOND

(Revised 08/96)

KNOW ALL PERSONS 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 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 commission on route(s) _____
_____ in County(ies),
project (s) _____

for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall
properly execute and deliver to the commission the contract, contract bond, and evidence of insurance
coverage in compliance with the requirements of the bid, the specifications, and the provisions of section
227.100 RSMo, to the satisfaction of the 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 commission, fail to comply with any
requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the
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.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid
bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard
Specifications for Highway Construction.

SEAL _____
Principal
By _____
Signature

SEAL _____
Surety
By _____

Signature of 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.

10.0 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 (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><u>M/WBE Name</u></td> <td style="width: 33%;"><u>Percentage of Contract</u></td> <td style="width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>		<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>					
_____	_____	_____					
<i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>							

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: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business
_____	_____

11.0 APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED PRIOR TO ANY FINAL CONTRACT EXECUTION.

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 (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:** _____

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

**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,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

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_____.

My commission expires:

Notary Public

12.0 PRIOR EXPERIENCE OF BIDDER

The Bidder may copy and complete this form and use it for each reference being submitted as demonstration of the Bidder **and** any subcontractor's prior experience. In addition, the Bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder's or Subcontractor's Name:	
Reference Information for Prior Services Performed:	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

NOTE: The Bidder is cautioned that it is the Bidder's sole responsibility to submit information as requested in bid solicitation documents and that MoDOT's representative is under no obligation to solicit such information if it is not included with the bid. Failure of the Bidder to submit such information may cause an adverse impact on the evaluation of the bid.

MoDOT reserves the right to determine which references to call and whether or not to call all references for all Bidders.

13.0 NOTICE OF COOPERATIVE PURCHASING

The Department is interested in assisting Missouri governmental entities in purchasing equipment, various materials, and supplies that meet the MISSOURI DEPARTMENT OF TRANSPORTATION specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Concrete Bridge Approach Slabs and Rigid Pavement Alignments** 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 services and/or commodities 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: _____

BY: _____
(signature) *(printed name)*

TITLE: _____

DATE: _____

14.0 DISTRICT BOUNDARIES MAP

Missouri Department of Transportation District Map

