



**MISSOURI DEPARTMENT OF TRANSPORTATION  
 BID GUIDELINES AND DOCUMENTATION**

**REQUEST FOR BID**

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

TODAY'S DATE: MAY 26, 2011	<b>BID DUE BY (DATE AND TIME):</b> JUNE 6, 2011 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
DELIVERY TIME WILL BE COORDINATED BETWEEN MODOT AND THE AWARDED VENDOR(S), AS DETAILED HEREIN.	<b>Bid # D211-071-R2</b> THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 <b>No Responses Accepted By Fax</b>
<b>Bid Delivery/Mailing Address:</b> Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		Refer to the delivery locations listed herein. <b>Deliveries to be completed by July 8, 2011.</b> Specific start dates (ASAP) will be communicated to the awarded vendors as we coordinate with the Thomas Hill plant. <b>Liquidated damages for late deliveries (detailed herein) will apply.</b>

**SCOPE OF WORK**

MoDOT is seeking bids from vendors who can provide hauling services to move cinder materials from the Thomas Hill Power Plant in Randolph County (4461 Highway F, Clifton Hill, MO 65244) to the various District 2 locations (maintenance buildings) listed herein.

Cinder materials are to be hauled to each location listed, at a **minimum rate of 500 tons per day**. The unit price bid per ton for each location shall include the total cost of completing deliveries with enough equipment & personnel to meet this daily haul rate requirement within the allowable work hours.

Staff and equipment will be present at the Thomas Hill facility to load and scale trucks each day. MoDOT does not have open access to this facility and loading operations must be conducted between the hours of 8:00 AM and 4:00 PM, Monday through Friday. Therefore, haulers cannot have access to the facility or begin loading trucks until after 8:00 PM and must be completed with loading/scaling and clear of the facility before 4:00 PM daily.

Award of this bid will be on an "item by item" basis using the "lowest and best" principal of award. Therefore, it is not necessary to submit a bid for providing hauling services to every location listed, but instead to provide a "per ton" bid only for each location you would desire to service.

This bid is only for the hauling/delivery of materials. The vendor is not to include material costs in their bid for each location, since MoDOT District 2 will be obtaining the cinder materials directly from the supplier.

MoDOT District 2 reserves the right to increase or decrease the quantity of material to be delivered by up to twenty-five percent (25%) at the same unit price per ton. For truck delivery, the quantities for basis of payment are to be determined as provided in Section 310 of the 2004 Edition of the Missouri Standard Specifications for Highway Construction and any revisions thereto. Once deliveries are started at a MoDOT facility they should continue until that building is completed, before beginning at the next site.

District 2 will contact the awarded vendor(s) to determine availability/mobilization time required, coordinate schedules and determine starting dates. Bid prices must be firm until work is completed.

**VENDOR NAME:**

(Please enter your company name in this block)

## PRICING SUBMISSIONS

All materials bid are F.O.B. Destination (as outlined above). Freight/Hauling costs must be included in the unit price bid and not listed as a separate line item. It is not necessary to submit pricing on all locations. Awards will be made on an "Item By Item" basis. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

Qty	U/M	DELIVERY LOCATION & CURRENT WORK HOURS	UNIT PRICE (PER TON)	TOTAL COST EXTENSION
(Note: The building hours listed do not supersede the loading operation hours at the Thomas Hill facility as detailed herein. The 500 ton per day haul rate applies to all locations, which will allow all deliveries to each location to be completed in a single work day. If deliveries will need to be made outside the hours listed below for each facility in order to meet the 500 ton per day requirement, this must be communicated with the receiving facility supervisor and approved before hauling begins. This will allow MoDOT to adjust work schedules to accommodate, when and if possible):				
300	Ton	Brookfield Maintenance Building (Mon-Thurs, 6:30-5:00)	\$	\$
550	Ton	Carrollton Maintenance Building (Mon-Thurs, 6:00-4:30)	\$	\$
350	Ton	Chillicothe Maintenance Building (Mon-Thurs, 6:30-5:00)	\$	\$
1000	Ton	Fayette Maintenance Building (Mon-Fri, 6:30-3:00)	\$	\$
500	Ton	Keytesville Maintenance Building (Mon-Thurs, 6:30-5:00)	\$	\$
250	Ton	Kirksville Maintenance Building (Mon-Thurs, 6:30-5:00)	\$	\$
500	Ton	Lancaster Maintenance Building (Mon-Fri, 6:30-3:00)	\$	\$
300	Ton	Macon Maintenance Building (Mon-Thurs, 6:30-5:00)	\$	\$
500	Ton	Marshall Maintenance Building (Mon-Thurs, 6:00-4:30)	\$	\$
300	Ton	Marshall Jct. Maintenance Building (Mon-Thurs, 6:00-4:30)	\$	\$
500	Ton	Milan Maintenance Building (Mon-Fri, 7:00-3:30)	\$	\$
300	Ton	Moberly Maintenance Building (Mon-Fri, 6:30-3:00)	\$	\$
500	Ton	Princeton Maintenance Building (Mon-Thurs, 6:30-5:00)	\$	\$
500	Ton	Trenton Maintenance Building (Mon-Thurs, 6:30-5:00)	\$	\$

Indicate how soon you could be available to start work after receiving notification of award and receipt of order (notice to proceed or P.O.):

### Liquidated Damages

**Deliveries are to be completed by July 8, 2011.** In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of **two-hundred-fifty dollars (\$250.00) per day**, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Facility	County	Address	Location
Brookfield	Linn	28877 Hwy. 11, Brookfield, MO 64628	Rt. 36 and Rt. 11 Jct.
Carrollton	Carroll	215 South Mason, Carrollton, MO 64633	Old Rt. 65 – 0.2 miles south of Bus. 65
Chillicothe	Livingston	1301 Mitchell Ave., Chillicothe, MO 64601	Rt. 36 – 1 mile east of Rt. 65
Fayette	Howard	871 State Hwy 240, Fayette, MO 65248	Rt. 240 – 1 mile south of Rt. W
Keytesville	Chariton	220 E. Jackson, Keytesville, MO 65261	Rt. 24 and Rt. 5 Jct.
Kirksville	Adair	22777 Potter Trail, Kirksville, MO 63501	Old Rt. 6 – 2 miles west of Rt. 63
Lancaster	Schuyler	Hwy 63 N, Lancaster, MO 63548	Rt. 63 – 0.2 miles north of Rt. 202
Macon	Macon	26988 US Hwy 63, Macon, MO 63552	Rt. 63 – 0.5 miles south of Rt. DD
Marshall	Saline	1595 West Arrow St., Marshall, MO 65340	Rt. 20 – 0.1 miles west of Rt. 65
Marshall Jct.	Saline	13322 Jewel Ave., Marshall, MO 65340	Rt. 65 – 1.5 miles north of I-70
Milan	Sullivan	1800 North Pearl, Milan, MO 63556	Rt. 6 and Rt. 5 Jct.
Moberly	Randolph	1501 East Hwy 24, Moberly, MO 65270	Rt. 24 – 0.9 miles east of Rt. 63
Princeton	Mercer	RR 2 Box 316B, Princeton, MO. 64673	Rt. 65 – 1 mile north of Rt. 136
Trenton	Grundy	230 East Hwy 6, Trenton, MO 64683	Rt. 6 – 2 miles east of Rt. 65

**Delivery – Additional Requirements**

It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered. No material will be accepted that has been dumped in the absence of the department's aggregate materials checker. No deliveries will be made during the period from 30 minutes before sundown to sunrise. No deliveries will be made on Saturdays, Sundays and holidays (July 4 – Independence Day) unless specifically authorized. During construction/maintenance seasons, many maintenance buildings work 4-10 shifts and deliveries cannot be made on the “off” days for those buildings unless specifically authorized by the engineer. The shift information listed on the previous page is each maintenance building is current, but subject to change.

**Legal Weights**

Provisions of the Missouri Statues relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in Sections 304.180 and 304.190 RSMo are understood and will be abided by. The Department will not accept loads, which exceed legal weights.

**Temporary Suspension of Work**

The District Engineer or a designated representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control. Normal rainfall is not considered a cause qualifying for an extension of time.

**VENDOR NOTES**

VENDORS MAY ALSO ATTACH OTHER PERTINENT OR SUPPORTING DATA WITH THEIR RESPONSE TO THIS RFB.

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

**All responses to this Request For Bid should be submitted on this form and should be returned to the Buyer listed above at the District mailing address shown. Bids should be mailed or hand-delivered. Responses by fax cannot be accepted or considered for award.**

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

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

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

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

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

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

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

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

## Preference Certification

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

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

**IF NOT SUBMITTING A BID, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO BID FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.**

THANK YOU

**NO BID**

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

TO: Missouri Department of Transportation – District 2  
General Services (Procurement) Division  
902 North Missouri Street P.O. Box 8  
Macon, MO. 63552  
(660)-385-1707 – fax #

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

Our company is submitting “NO BID” on RFB # \_\_\_\_\_ for the reason(s) indicated below:

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

\_\_\_\_\_

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

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

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

#### **STANDARD SOLICITATION PROVISIONS**

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

#### **GENERAL TERMS AND CONDITIONS**

##### **Definitions**

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

##### **Nondiscrimination**

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

##### **Contract/Purchase Order**

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

##### **Applicable Laws and Regulations**

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

##### **Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of

Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

#### **Preferences**

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

#### **Cancellation of Contract**

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

#### **Bankruptcy or Insolvency**

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

#### **Warranty**

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

#### **Status of Independent Contractor**

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

#### **Non-Waiver**

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

#### **Indemnification**

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

(T&C's Version May 2011)

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

### **Prohibition of Employment of Unauthorized Aliens**

Pursuant to RSMo 285.530 (1), 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, 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.

Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of a 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 and have the intent of doing business with MoDOT, the enrollment process should begin immediately by going to the web site below:

E-Verify is available at: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

### **ADDITIONAL INFORMATION FOR VENDORS:**

To begin participation in the federal program takes some time on the internet (at the link above). Once the registration, tutorial and test on this site is passed, an electronically signed Memorandum of Understanding verifying program participation will be given.

**Copies of the Memorandum of Understanding will be requested with all future RFB's issued by MoDOT District 2. Therefore, It is important that the vendor prints the Memorandum of Understanding and keeps a copy because additional copies must be requested from Homeland Security if needed at a later date.**

**Only the first and signature pages of the Memorandum Of Understanding have to be attached to the appropriate affidavit on the following pages.**





**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 BID.**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

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

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
title business name

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

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

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