

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

PO Box 270, Jefferson City, MO 65102(Mailing Address)

830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

REQUEST NO. 9-120921TV

DATE September 7, 2012

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL**2:00 PM, CDT, September 21, 2012**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.**BID TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Jefferson City, MO

SIGN AND RETURN BEFORE TIME SET FOR OPENING**BUYER:** Tom Veasman, Sr. General Services Specialist **BUYER TELEPHONE:** (573) 522-4404**BUYER EMAIL:** Tom.Veasman@modot.mo.gov**SUPPLIES OR SERVICES**

MoDOT is seeking bids from qualified bidders whom can provide services for:

Uninterruptible Power System (UPS) Maintenance Services with an effective date of
October 1, 2012 through September 30, 2013. MoDOT is also accepting bids on contract periods of 4 and
8 years.*****NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any
and all addenda(s) issued during the course of this RFB process.****All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.****(SEE ATTACHED FOR 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:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____		_____
Email Address:	_____	By (Signature):	_____
	_____	Type/Print Name	_____
		Title:	_____

MISSOURI DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS

**UNINTERRUPTIBLE POWER SYSTEM (UPS) MAINTENANCE SERVICES
RFB 9-120921TV**

General

The Missouri Department of Transportation (hereinafter referred to as MoDOT) intends to secure a contract for Uninterruptible Power Systems (UPS) Maintenance services.

Services

MoDOT is soliciting bids to perform preventative maintenance services on a CAT Uninterruptible Power Supply containing two Active Power 900 kVA units (s/n CRY00333 and CRY00336) and one 600 kVA unit (s/n CTX00266) located in Jefferson City, MO 65102. These units work in conjunction with 800 kw CAT Model 3412 generators. These services are required to be performed using licensed Active Power software/firmware in order to monitor and determine that the system is functioning properly and to add firmware updates to the system. These services must be provided at a date/time that is mutually agreed on by MoDOT's representative and the awarded vendor's representative. The results of tests performed during the annual preventive maintenance service shall be provided to MoDOT in a detailed written report that discloses any issues that were discovered and any repairs that were required. These services must be performed by a certified technician with the training and knowledge required to perform any required repairs. Replacement bearings must be genuine Active Power replacement parts unless the MoDOT Facility Operations Supervisor approves the use of another part.

MoDOT's contact for technical questions:

Central Office Facility Operations Supervisor: Dale Brandt **573-751-4793** (Office) **573-690-4486** (Cell)

Scope of Work for Scheduled Maintenance Services:

Scope of Work – Annual Preventive Maintenance

The following checks are to be performed during the Annual Preventive Maintenance of MoDOT's flywheel systems. Services should be performed by a customer support engineer certified to work on Active Power UPS systems. All checks are designed to be performed with the system in bypass mode or in maintenance bypass wrap-around. All checks or processes may not be applicable to all MoDOT equipment. **Note: This scheduled maintenance service is required annually.**

Visual Inspection

- Inspect the proper operation of all cooling fans.
- Inspect all power connections for sign of overheating.
- Inspect DC capacitors for signs of leakage.
- Inspect and inventory all customer owned spare kits.
- Inspect all Field Engineering Advisories for applicable equipment.
- Inspect cleanliness of all printed circuit board assemblies (PWA's).
- Inspect torque specifications on all applicable hardware.

Internal Operating Parameters

- Document internal temperatures (bearings, field coils, cabinet, IGBT).
- Document vibration sensor telemetry.
- Document vacuum level telemetry.
- Document Input/Bypass/Output voltage telemetry.
- Document Positive/Negative DC Bus telemetry.
- Check all "Other than Default" values.
- Check power supply voltages.

External Operating Parameters

- Check system Input/Bypass/Output voltages.
- Check positive and negative DC Bus voltages.
- Adjust all telemetry to measured values.
- Perform outage simulation and recharge (if permitted by customer).
- Verify generator operation/UPS integration (if permitted by customer).
- Test operation of EPO and Remote EPO (if permitted by customer).

Environmental Parameters

- Measure UPS area ambient temperature.
- Inspect general cleanliness of the UPS/CSDC system.
- Inspect general cleanliness of the equipment location.
- Inspect area for proper ventilation.
- Replace or clean out air filters.
- Clean LCD/CRT Control panel.
- Drain vacuum oil and change oil.
- Degas vacuum pump for 15+ minutes prior to closing the ballast.

Monitoring System Parameters

- Update system firmware, if applicable.
- Download, review and Increment log and telemetry files.

Scope of Work – Bearing Preventive Maintenance

The following is an outline of the checks and services to be performed during bearing replacement maintenance of MoDOT's flywheel system, performed by a factory certified customer support engineer. All bearing maintenance is designed to be performed during off-line operation, in the bypass or maintenance bypass mode.

Note: This maintenance is required every 48 months and MoDOT's units are due for this service as soon as possible. Therefore, this service should be included in the vendor's bid for the 1 and 4 year service periods. The 8 year service period will require that this service be provided twice.

- 1. Visual Inspection**
 - Inspect and inventory all customer-owned spare parts.
 - Inspect all Field Engineering Advisories for applicable equipment.
 - Inspect all subassemblies for signs of component defects or stress.

- 2. System Shutdown or Maintenance Bypass**

- 3. Load Cell/Lower Bearing Removal and installation Procedure**
 - Remove all necessary hardware to access lower bearing.
 - Remove load cell assembly.
 - Remove lower bearing.
 - Measure and record spacing for shimming.
 - Install replacement lower bearing cartridge.
 - Install the load cell assembly into the bearing cartridge.
 - Connect load cell hardware to bottom flywheel.
 - Check torque on installation hardware.
 - Reinstall and assemble hardware.

- 4. Upper Bearing Removal and Installation Procedure**
 - Remove all necessary hardware to access upper bearing.
 - Remove RPS Sensor assembly.
 - Remove upper bearing.
 - Measure and record spacing for shimming.
 - Install upper bearing cartridge.
 - Check torque on installation hardware.
 - Install RPS Sensor assembly.
 - Reinstall and assemble hardware.

- 5. System Power-up**

- 6. Parameter Input and Calibration**
 - Input load cell data into operating parameters.
 - Complete load cell calibration procedure.
 - Complete RPS Advance set point calibration.

- 7. General**
 - Update system firmware, if applicable.
 - Download, review and Increment log and telemetry files.
 - Conduct customer consultation.
 - Provide verbal recommendations.

Scope of Work – DC Capacitor Change Preventive Maintenance

The following is an outline of the checks and services performed during DC capacitor maintenance of MoDOT's flywheel system. Services should be performed by a customer support engineer certified to work on Active Power UPS systems. All DC capacitor maintenance is designed to be performed during off-line operation, in the bypass or maintenance bypass mode, and powered down.

Note: This maintenance is required every 8 years and MoDOT's units are due for this service as soon as possible. Therefore, this service should be included in the vendor's bid for the 1, 4 and 8 year service periods.

DC Capacitor for UPS 300 and CSCS Series UPS systems

1. MMU or entire system must be put into bypass and powered down.
2. System checked for power removal
3. Remove safety covers
4. Removal of Field coil driver is required
5. If unit has more than 3 flywheel inverters at least 2 will have to be removed
6. Remove all corresponding serial connections, fuses and resistor brackets, if present
7. Remove 12 DC capacitors and replace with new
8. Fuses and resistors are replaced with new
9. All equipment returned to original state.

DC Capacitor for 1200 UPS systems

1. All Flywheels brought to a stop
2. Removal of Power from entire system is required and or placed in Maintenance Bypass.
3. System checked and verified for power removal
4. Remove all Cabling and Current transformers for clearance.
5. Remove air plenum
6. Remove IGBTs
7. Remove all fuses
8. Remove all bus work
9. Remove and replace capacitor banks
10. Return system back to original state.
11. Return power back to system

Scope of Work – 24/7 On-Call Service As Needed

In addition to the preceeding services, the vendor shall provide 24 hour 7 day a week on-call service management with a one hour response (by telephone/it will be determined at that time if a site visit is necessary). Parts, labor and travel expenses incurred in conjunction with maintenance and repair service calls shall be included in the 1, 4 and 8 year bid amounts.

Contract Period

The one-year contract period is anticipated to begin October 1, 2012 through September 30, 2013. If a four or eight year contract period is chosen by MoDOT, the anticipated beginning date will be October 1, 2012 and payments will be made annually. Any changes shall be accomplished in writing with mutual agreement and signed by both parties to this contract.

Contract Price

All prices shall be firm and fixed. MoDOT shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall not invoice federal excise tax unless otherwise required under federal law or regulation.

Bid Submittals

In addition to pricing, the bidder shall supply the following information:

1. Experience. The bid must clearly identify the Bidder's experience in offering the services requested in this Request for Bid (RFB) during the past five (5) years. The description should include a list of other customers which your company has served or currently serves.
2. Each bid must be mailed or hand-delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office no later than **2:00 PM, CDT, September 21, 2012.**

RFB Coordinator:

Tom Veasman, Sr. General Services Specialist

**Missouri Department of Transportation
General Services – Procurement**

P.O. Box 270, Jefferson City, MO 65102 (Mailing Address)

830 MoDOT Drive, Jefferson City, MO 65109 (Physical Address)

PHONE: (573) 522-4404; FAX: (573) 526-6948

All bids must be received in a sealed package clearly marked **“UPS Maintenance Services”**

Award

Award will be all or none based on the responsive bidder with the **lowest original bid price for the contract period that MoDOT determines to be in its best interest.** However, the right is reserved to reject any and all bids. Award of this bid does not constitute final acceptance.

PRICING PAGE

The bidder shall provide firm, fixed prices for each original contract period in accordance with the provisions and requirements stated elsewhere herein. **SIGN WHERE INDICATED BELOW AND SUBMIT WITH ALL OTHER BID DOCUMENTATION.**

BASE BID-One year contract to include Annual Preventive Maintenance, Bearing Preventive Maintenance, DC Capacitor Change Preventive Maintenance and 24/7 on-call service for the duration of the contract period.
_____ DOLLARS
(\$_____)

ALTERNATE BID #1 - Four-year contract to include Annual Preventive Maintenance each year, Bearing Preventive Maintenance in year one, DC Capacitor Change Preventive Maintenance in year one and 24/7 on-call service for the duration of the contract period. Bid as a grand total for the four years. Payments to be made annually in equal installments.
_____ DOLLARS
(\$_____)

ALTERNATE BID #2 - Eight-year contract to include Annual Preventive Maintenance each year, Bearing Preventive Maintenance in year one and year 5, DC Capacitor Change Preventive Maintenance in year one and 24/7 on-call service for the duration of the contract period. Bid as a grand total for the eight years. Payments to be made annually in equal installments.
_____ DOLLARS
(\$_____)

2. The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.

Vendor Business Name: _____

Name and 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: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></td> <td style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<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

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> 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 <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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

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

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Prohibition Of Employment Of Unauthorized Aliens:

a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 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.

Additional Requirements

- a. Unless otherwise specified by MoDOT's Aviation Programs Manager, no maintenance will be performed on Saturdays, Sundays or holidays.
- b. 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

- c. 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**.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Liquidated Damages

- a. In the event the successful Contractor fails to complete the services 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 \$100 per day, per item**, for each assessable calendar day on which the service 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.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

APPLICANT AFFIDAVIT 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 (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:

