



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

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED 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: 11-16-2009	BID DUE BY (DATE AND TIME): 12-01-2009 By 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
CONTRACT TERM: JANUARY 1, 2010 THROUGH DECEMBER 31, 2010	BID #: B4-09-023 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. ***SEALED BID***	BUYER NAME: ROBIN WARREN 816-622-0054
District Mailing Address: Missouri Department of Transportation – District 4 General Services Procurement Division 600 NE Colbern Road Lee's Summit, MO 64086		Delivery Locations: Various location in the following counties: Jackson, Platte, Clay and Cass

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
Temporary Labor Services Per Attached Scope of Work and Terms and Conditions Bid Attachments: Introduction & Scope of Work Exhibit A – Prior Experience of Bidder Attachment 1 – Position Descriptions Attachment 2 – Security Authorization Terms and Conditions Worker Eligibility Affidavits					
Award of this bid may be issued on a Multiple Award basis using the "lowest and best" principal of award(s).					
<i>Reference sections 2.6.2 and 2.6.3 for renewal information.</i>					

Vendor Name	
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VENDOR NOTES

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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 must specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, quotations for the provision of temporary laborer services as set forth herein.

1.1.2 Organization - This document, referred to as an Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information, Scope of Work.
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - B
- 6) Attachments 1 - 2
- 7) Terms and Conditions

1.2 Background Information:

1.2.1 Although an attempt has been made to provide accurate and up-to-date information, the Missouri Department of Transportation, here in after MoDOT, does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide temporary laborer services for MoDOT in accordance with the provisions and requirements stated herein.

2.1.2 The contractor shall provide services on an as needed, if needed basis. MoDOT does not guarantee any usage of the contract whatsoever.

- a. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of MoDOT, MoDOT may, at its own discretion, obtain alternate services elsewhere.

2.1.3 The contractor shall provide services for the location(s) indicated in the Notice of Award section of the contract. For purposes of this document, location shall be defined as a county identified on the Pricing Page and the surrounding areas.

2.2 Personnel Requirements:

2.2.1 The contractor shall provide temporary personnel who meet the minimum requirements shown on Attachment 1 for all of the personnel classifications listed on Attachment #1. The contractor shall provide temporary personnel for all the personnel classifications requested by MoDOT, which may include more than one (1) temporary personnel at a time.

2.2.2 The contractor shall provide temporary personnel for the personnel classification requested anytime of the day, any day of the week, and at the place designated by MoDOT. Personnel will report to work location as specified by MoDOT at the time of request for personnel.

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- a. MoDOT anticipates that the majority of services shall be required between the hours of 7:00 a.m. and 5:00 p.m., Mondays through Fridays.
 - b. The contractor shall not provide temporary personnel on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas unless requested by MoDOT and agreeable to the contractor.
- 2.2.3 The contractor's temporary personnel shall be subject to the rules, regulations, and policies of MoDOT.
- 2.2.4 The contractor's temporary personnel must meet the approval of MoDOT.
- a. If requested by MoDOT, the contractor shall replace any temporary person with whom MoDOT is not satisfied.
 - b. At the request of MoDOT, the contractor shall provide references, resumes, and/or test scores for temporary personnel. MoDOT reserves the right to conduct interviews with selected temporary personnel after review of such information.
 - c. MoDOT reserves the right to reject any or all of the temporary personnel selected by the contractor as unacceptable. If requested by the contractor, MoDOT shall provide the contractor with justification for each rejection.
- 2.2.5 If requested by MoDOT, the contractor's temporary personnel must have a security clearance approved by MoDOT prior to providing services for MoDOT. The contractor shall request and receive the security clearance information from the State Highway Patrol for each of the contractor's temporary personnel that would be providing service.
- a. By no later than five (5) calendar days after notification by MoDOT, the contractor shall provide MoDOT with a completed Authorization for Release of Information Form (Attachment #2) individually signed by the contractor and the anticipated personnel who shall be providing service.
- 2.2.6 If requested by MoDOT and mutually agreeable to the contractor, the contractor shall provide a temporary person to travel to another location in order to complete or continue providing services already started by such temporary person.
- 2.3 MoDOT Requirements:**
- 2.3.1 In the event multiple contracts exist for a particular location, MoDOT shall utilize the services of the lowest priced contractor for the required personnel classification. In the event the lowest priced contractor is unable to provide the required services due to unavailability of a qualified temporary person or the determination by MoDOT of unacceptable temporary personnel, MoDOT shall contact the next lowest priced contractor.
- 2.3.2 MoDOT shall attempt to provide the contractor with at least one (1) day notice when temporary personnel shall be required.
- a. If less than one (1) day notice is provided by MoDOT, the contractor may refuse to provide the personnel if qualified temporary personnel are not available. The contractor must notify the MoDOT as soon as possible if qualified temporary personnel are not available.
- 2.3.3 MoDOT shall attempt to provide at least two (2) hour notice to the contractor of a cancellation of services previously requested.
- 2.3.4 Each time the contractor's services are required, MoDOT shall attempt to utilize the temporary person

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provided for a minimum of two (2) continuous hours.

- 2.3.5 MoDOT shall provide all necessary supplies, equipment, and work area for the temporary personnel provided by the contractor.
- 2.3.6 MoDOT shall not employ a temporary person furnished by the contractor to provide temporary services for a period of ninety (90) calendar days following the initial placement of the person, unless the contractor agrees to the hiring program as indicated on the Pricing Page.
 - a. Except for the ninety (90) calendar day limit stated herein, the contractor shall not prohibit, restrict, or further limit MoDOT from employing temporary personnel furnished by the contractor to provide temporary services. In the event MoDOT hires such temporary personnel after ninety (90) calendar days following the initial placement, MoDOT shall not pay any fee, penalty, liquidated damages, etc. to the contractor.

2.4 Additional Requirements:

- 2.4.1 The contractor shall provide services to the sole satisfaction of MoDOT.
- 2.4.2 In accordance with all applicable laws, regulations, and procedures, the contractor and the temporary personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or the temporary personnel provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor and the temporary personnel provided by the contractor shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the temporary persons employment/association with the contractor.
- 2.4.3 If requested by the MoDOT, the contractor shall provide monthly usage reports. The following information should be provided for the month for each personnel classification: 1) the name of the temporary personnel providing service to MoDOT, 2) a breakdown by location, and 3) the number of personnel and service hours (e.g. start date and hours of service).

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit a weekly invoice at the address specified by MoDOT.
 - a. The invoice must state the names and personnel classification titles of all temporary personnel providing service for MoDOT during the week, and the number of hours of service provided by each person.
- 2.5.2 MoDOT shall pay the contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for services actually provided.
 - a. For each hour of service provided in excess of forty (40) hours per week or for each hour of service provided on one (1) of the holidays specified herein pursuant to MoDOT's request or approval, shall pay the contractor one and one-half (1-1/2) the applicable firm, fixed price per hour. For each hour of service provided on holidays not specified herein, MoDOT shall pay the contractor the applicable firm, fixed price per hour.
 - 1) The pay of one and one-half (1-1/2) the applicable firm, fixed price per hour shall only be paid if the temporary person worked in excess of forty (40) hours per week for MoDOT.

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- 2.5.3 In the event the MoDOT fails to provide two (2) hour notice of a cancellation, MoDOT shall pay the contractor for two (2) hours of service.
- 2.5.4 In the event less than two (2) hours of service are requested, MoDOT shall pay the contractor for two (2) hours.
- 2.5.5 In the event fewer hours of service are provided than originally requested by MoDOT, the contractor shall be paid as follows:
- a. If eight (8) hours or less service are requested and provided, the contractor shall be paid for the amount of service requested.
 - b. If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
- 2.5.6 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.6 Other Contractual Requirements:

- 2.6.1 Contract: A binding contract shall consist of: (1) the RFB and any amendments thereto, (2) the contractor's response (bid) to the RFB, (3) clarification of the bid, if any, and (4) the Missouri Highway and Transportation Commission acceptance of the quote by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFB shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Missouri Highway and Transportation Commission or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.6.2 Contract Period: The original contract period shall be as stated in the Request for Bid (RFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. MoDOT shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.6.3 Renewal Periods: If the option for renewal is exercised by the MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period. Thirty (30) day notice of any pricing adjustments must be given to MoDOT.

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- 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.
- 2.6.4 Termination: MoDOT reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.6.5 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.6.6 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and MoDOT and to ensure that MoDOT is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between MoDOT and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from MoDOT prior to establishing any new subcontracting arrangements and before changing any subcontractors.
- 2.6.7 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.6.8 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. 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 State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

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- 2.6.9 Coordination: The contractor shall fully coordinate all contract activities with those activities of MoDOT. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to MoDOT throughout the effective period of the contract.
- 2.6.10 Property of State: All reports, documentation, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.6.11 Substitution of Personnel: The contractor agrees and understands that MoDOT's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

3.1.1 Bid Submission

- a. Bids may be mailed or delivered in person to the District 4 Procurement Office.
- b. The date specified for the returning 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, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.
- c. The bidder should include a complete copy of each Exhibit and any other requested or required information with the mailed response.

3.2 Evaluation Process - Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

3.2.1 Separate evaluations shall be conducted for each location.

3.2.2 Cost Evaluation- An objective evaluation of cost shall be computed using the following quantities for each potential contract period.

Quantity	Description
70	Laborer
10	Maintenance Worker
2	Custodial Worker
3	Clerk
2	Senior Clerk
1	Technician
1	Hiring Fee

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- a. Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.2.3 **Responsible and Reliability Determination** - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may cause an adverse impact on the evaluation of the bid.

- a. The bidder should provide, on Exhibit A or in any other format, the information listed below related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit A is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.

- 1) Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- 2) Dates of the service/contract; and
- 3) A brief, written description of the specific prior services performed and requirements thereof.

- b. If references for current and/or previous contracts are not identified in the bid, MoDOT may request that the bidder identify one or more references. MoDOT must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

- c. **Business Compliance** - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the MoDOT. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

3.3 Miscellaneous Information - The bidder should indicate whether the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, a member of the Missouri Highway and Transportation Commission, or a statewide elected official.

3.4 Contract Award - The State of Missouri reserves the right to make more than one (1) award per location. Such awards shall be made only to those bidders who have been documented as being responsive and responsible.

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4. PRICING PAGE

4.1 Temporary Services – For each location proposed, the bidder shall provide a firm, fixed price for each personnel classification in the table below for the original contract period and a maximum price for each personnel classification for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFB.

Item No.	Personnel Classification	Original Contract Period	First Renewal Period	Second Renewal Period
	<i>C/S Code: 96429</i>	<i>Firm, Fixed Price Per Hour</i>	<i>Maximum Price Per Hour</i>	<i>Maximum Price Per Hour</i>
JACKSON COUNTY				
001	Laborer	\$	\$	\$
002	Maintenance Worker	\$	\$	\$
003	Custodial Worker	\$	\$	\$
004	Clerk	\$	\$	\$
005	Senior Clerk	\$	\$	\$
006	Technician	\$	\$	\$
PLATTE COUNTY				
007	Laborer	\$	\$	\$
008	Maintenance Worker	\$	\$	\$
009	Custodial Worker	\$	\$	\$
010	Clerk	\$	\$	\$
011	Senior Clerk	\$	\$	\$
012	Technician	\$	\$	\$
CLAY COUNTY				
013	Laborer	\$	\$	\$
014	Maintenance Worker	\$	\$	\$
015	Custodial Worker	\$	\$	\$
016	Clerk	\$	\$	\$
017	Senior Clerk	\$	\$	\$
018	Technician	\$	\$	\$
CASS COUNTY				
019	Laborer	\$	\$	\$
020	Maintenance Worker	\$	\$	\$
021	Custodial Worker	\$	\$	\$
022	Clerk	\$	\$	\$
023	Senior Clerk	\$	\$	\$
024	Technician	\$	\$	\$

4.2 Hiring Fee - If the bidder charges a fee for the hiring of a temporary person by a state agency less than ninety (90) calendar days after such person was initially placed as a temporary per the requirements, the bidder shall state the applicable charge in the space below. If left blank, the State of Missouri shall assume there is not a fee for such. (c/s code: 96429- item number 190)

Line Item 190 \$ _____ fee for hiring a temporary person less than ninety (90) calendar days after initial placement

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5. EXHIBITS

EXHIBIT A

PRIOR EXPERIENCE OF BIDDER

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and 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/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
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	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

ATTACHMENT #1

LABORER

DUTIES: Picks up litter and places in trash bags, loads and unloads trash, garbage, sand, dirt, or building materials, removes snow and ice from walks and roads, operate small weed trimmers, performs manual work as an assistant to a maintenance, janitor, fireman or engineer, performs related work as assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Ability to understand and follow simple oral instructions, good physical condition to permit the lifting and carrying of heavy objects and to work under varying climatic conditions.

MAINTENANCE WORKER

DUTIES: Performs routine preventive maintenance and monitoring activities on equipment such as air handler's, refrigeration units, high and low pressure steam systems, HVAC systems, etc.; records meter and gauge readings; cleans filters and oils motors; replaces belts, filters, switches, gauges, motors, etc., assists skilled carpenters, plumbers, electricians or other higher level maintenance staff in performing maintenance, repair and construction activities, performs routine maintenance painting and patch plastering of building surfaces and equipment, performs routine maintenance carpentry work on such items as furniture, doors, windows, shelves, and floors, performs routine maintenance plumbing work such as unstopping toilets and drains, replacing faucets, valves and washers, and repairing water line leaks, performs routine maintenance electrical work such as replacing light bulbs, outlets, switches, etc., and limited repairs of electrical motors, generators and communication systems, performs minor repairs and adjustments to a variety of machines and equipment such as sewing machines, window air conditioners, general office equipment, metal furniture and structures, electronic medical equipment, wheelchairs, automotive equipment, kitchen appliances, etc., performs other related work as assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Some knowledge of the standard tools and practices of the various trades such as mechanical, electrical, plumbing, painting, carpentry and plastering, some knowledge of the occupational hazards and safety precautions of the mechanical and building trades, ability to perform semi-skilled work in a variety of mechanical and building trades, ability to understand and follow oral and written instructions.

CUSTODIAL WORKER

DUTIES: Performs manual tasks in mopping, scrubbing, dusting, polishing and similar housekeeping tasks, dusts and cleans offices, exercises care to assure that materials are not defaced, damaged or destroyed, cleans restrooms and fixtures and also replenishes supplies, cleans dust and dirt from ceiling, walls, pipes, fixtures, floors and windows, strips, cleans, waxes and polishes floors, operates various powered equipment (i.e. mechanical scrubbers, polishers, washers) in performance of assigned duties, cleans wards and resident areas, cleans contaminated areas using such protective clothing, devices and agents as designated, operates passenger and freight elevators, does simple non-skilled maintenance to area and equipment, performs related work as assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Some knowledge of materials, methods and equipment used in housekeeping work, ability to understand and follow simple oral and written instructions, and sufficient physical strength to perform a variety of routine manual tasks in the care, cleaning and general maintenance of building and equipment.

CLERK

DUTIES: The clerk indexes, files, and retrieves from various files. Must follow file retention schedules. Work is performed under moderate supervision. Receives incoming telephone calls, faxes and mail; answers routine inquiries, transfers calls to appropriate personnel, takes messages or refers inquiries to supervisor; may sort and distribute mail; may operate base radio to maintain communications with field personnel. Receives, indexes, and files in a designated file area or designates such a file area, if none exists, and then files. Searches files for specific data; checks individual files in and out as requested. Discards files as necessary or as directed. Microfilms records as time permits. Performs other responsibilities as required or assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Ability to read, write, and perform mathematical calculations. Six months experience general clerical positions. Ability to input data into computer and generate routine reports.

SENIOR CLERK

DUTIES: The senior clerk prepares reports and forms, processes documents, maintains records, and performs other clerical duties. Must follow office and accounting manuals and department policies and procedures. Work is performed under moderate supervision. Prepares and types correspondence, reports, proposals, tabulations, and related documents and forms; verifies data and the accuracy of data. Maintains records and modifies reports on microcomputer; inputs various data files and records. Receives incoming telephone calls, faxes and mail; answers routine inquiries, transfers calls to appropriate personnel, takes messages or refers inquiries to supervisor; may sort and distribute mail; may operate base radio to maintain communications with field personnel. Reviews purchase orders, invoices and expense documents for accuracy and processes for payment; generates and compiles requisitions for materials and supplies; evaluates various requests received by mail, phone, or in person for completeness and accuracy. Performs filing and other miscellaneous clerical duties as required; schedules meetings; posts revisions for office manuals; may prepare bank deposits; routes incoming and outgoing mail and correspondence. Performs other duties as required or assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Ability to read, write, and perform mathematical calculations. One year of experience in general clerical positions. Ability to input data into computer and generate routine reports.

TECHNICIAN

DUTIES: The technician is responsible for assisting in fleet management, facilities management, procurement, and enterprise management. Must follow appropriate department manuals and guidelines, and applicable federal and state statutes. Responsibilities are performed under moderate supervision. Provides support in preparing and processing specifications, bid requests, requisitions, bid openings, plans, building proposals, and reports for assigned areas. Provides support for collecting data from vendors, contractors, and governmental agencies for operations in assigned areas. Provides support to managers and professional staff by providing information and practice clarification as needed in the areas assigned. Maintains department records for bid proposals, stockroom, fleet equipment, facilities, and graphic support services. Prepares and maintains responses to correspondence in assigned areas. Provides technical support for all processes in assigned areas. Performs other duties as required or assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Ability to read, write, and perform mathematical calculations. One year of experience in procurement, accounting, fleet management, or similar specific business areas. Familiarity with spreadsheet and word processing programs.

ATTACHMENT #2

SECURITY CLEARANCE AUTHORIZATION

NAME: _____ DATE: _____
(PLEASE PRINT)

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

RACE: _____ MARITAL STATUS: _____

DATE OF BIRTH: _____

I hereby authorize and request release to the State of Missouri, _____ personnel, any and all records and information including, but not limited to, originals or copies of any records, documents, reports, and criminal history records.

I understand that the State of Missouri, _____ personnel, will conduct a background investigation before rendering a decision regarding my eligibility for employment and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation and release from all liability or responsibility the State of Missouri _____ and all other persons, firms, corporations and institutions supply the above requested information.

SIGNATURE

SUPERVISOR'S SIGNATURE

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STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. 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. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. 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.
- c. 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.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Executive Order

- a. 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

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- 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

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

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

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Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

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

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$2,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$2,000,000 for all claims arising out of a single occurrence;
- c. 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. 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 **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.

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: