

BID FORM

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

REQUEST NO.	5-110630LK
DATE	June 16, 2011
PAGE NO.	1
NO. OF PAGES	

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

2:00 p.m., Local Time, June 30, 2011

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

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

Submit net bid as cash discount stipulations will not be considered

Various Locations

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER: Leann Kottwitz

BUYER TELEPHONE: 573-751-3685

SUPPLIES OR SERVICES					
Contract to furnish "Job Analysis and Work Simulation Exams" with an effective date of Date of Award and ending July 31, 2012, With (4) one-year renewal options.					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

Date: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Firm Name: _____

Address: _____

By (Signature): _____

Type/Print Name _____

Title: _____

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

1.1.1 This Request For Bid seeks bids from qualified organizations to provide Job Analysis and Work Simulation Exams with an effective contract period of Date of Award through July 31, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), (hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. All questions regarding the RFB shall be submitted to Ms. Leann Kottwitz. Bids should be returned to the office of Ms. Leann Kottwitz no later than 2:00 p.m., local time, June 30, 2011.

RFB Coordinator:

**Ms. Leann Kottwitz –Sr. General Services Specialist
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
PHONE: 573-751-3685
FAX: 573-526-1218**

MHTC reserves the right to reject any and all bids for any reason whatsoever.

NOTE: The bidder must SIGN and RETURN this page with the bid.

BID

- (1) The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid.
- (2) The bidder agrees to provide the services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.

Authorized Signature of Bidder: _____
 Date of Bid: _____
 Printed or Typed Name: _____
 Mailing Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____
 Electronic Mail Address: _____

1.2 General Information:

1.2.1 This document constitutes a request for competitive, sealed bids for the provision of Job Analysis and Work Simulation Exams as set forth herein.

1.2.2 Organization – This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Pages
- 5) Terms and Conditions

NOTE TO RESPONDENT:

1.2.3 The Agreement between MHTC and the bidder shall consist of: the RFB in its entirety and any written amendments thereto, the bidder's response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the bidder's response. The bidder is cautioned that its response shall be subject to acceptance by MHTC without further clarification.

2. SCOPE OF WORK

2.1 General Requirements:

2.1.1 The contractor(s) shall provide Job Analysis Studies and Work Simulation Exams for MoDOT job applicants in accordance with the requirements and provisions specified herein. Unless otherwise stated, the contractor(s) shall not deviate from the requirements specified herein.

2.1.2 The contractor(s) shall perform Job Analysis Studies and Work Simulation Exams on an as needed, if needed basis and to the sole satisfaction of MoDOT.

2.1.3 The contractor(s) **must** be WorkStep provider licensed prior to performing services.

2.1.4 The contractor(s) shall coordinate all services with MoDOT's Central Office, Division of Risk and Benefits Management.

2.1.5 The contractor(s) shall provide all health care professionals, services, materials, equipment, supplies, and WorkStep provider software for the purpose of providing Job Analysis Studies and Work Simulation Exams.

2.2 Specific Requirements:

2.2.1 The contractor(s) shall perform Job Analysis Studies and Work Simulation Exams for MoDOT's job applicants who are located in various regions throughout the State of Missouri.

- 2.2.2 The contractor(s) shall perform job analysis studies and work simulation exams for designated job positions. A job analysis and work simulation exam shall consist of, but not be limited to:
- a. review of a previous job analysis and/or job description, consisting of interviews with personnel, on-site observation of job tasks, equipment and the working environment, measuring, weighing, photographing or videotaping equipment, tools, and/or employees.
 - b. provide MoDOT with job analysis reports. The contractor reports shall be detailed and contain all essential data relating to job analysis.
 - c. customize post-offer tests for each job position after the job analysis is approved.
 - d. quantify/measure the identified essential work tasks.
 - e. develop job analysis report:
 1. Activities listed by occasional, frequent, constant: sitting, standing, walking, climbing, balancing, stooping, crouching, crawling, lifting, lifting one-handed, pushing, pulling, reaching below the knee, reaching knee to shoulder, reaching above shoulder, handling, fingering, gripping, pinching, talking, hearing, vision, color vision,
 2. Weight demands/exertion of force: lifting levels, floor, knee, knuckle, waist, chest, shoulder, overhead. Weights less than 10#, 11-25#, 26-50#, 51-75#, 76#-100#, and greater than 100#.
 3. Work environment, list by occasional, frequent, constant: Wet/humid conditions, work near moving traffic, work in high places, fumes or airborne particles, outdoor weather conditions, extreme heat or cold.
 4. Noise levels: very quiet, quiet, moderate, loud, and very loud.
 5. Physical demand levels of work, occasional, frequent, constant: sedentary, light, medium, heavy, very heavy.
 - f. provide electronic format (physical demand sheets) in a Microsoft Word table.
 - g. provide detailed documentation from entire study. Must be disclosed in the following categories:
 1. District
 2. Date study done including data on heights, weights, distances, etc
 3. Individuals interviewed
 4. Materials, tools, and equipment evaluated
 5. Methodology
 6. Tools and equipment used
 7. Calibration records

- 2.2.3 The contractor(s) shall submit any and all reports related to the contract to MoDOT through the Central Office Risk and Benefits Management Division.
- 2.2.4 The contractor(s) shall fax a "Work Simulation Authorization Form" (Sample attached as Attachment A) to the appropriate District.
- 2.2.5 Within twenty-four (24) hours after conducting a work simulation exam, the contractor(s) shall provide MoDOT Central Office, Division of Risk and Benefits Management with the final report(s) which shall include capable/not capable designation and all other documentation of the work simulation exam.
- 2.2.6 The contractor(s) **shall** not provide any additional services to any MoDOT job applicants beyond the requirements specified herein.
- 2.2.7 The contractor and/or the contractor(s) **shall** not use or disclose, at any time during or after the termination of the contract, any information discovered or developed without the express written consent of MoDOT.
- 2.2.8 The contractor(s) must monitor the quality of services provided, and take the necessary steps to ensure that only MoDOT approved services are being performed.
- 2.2.9 The contractor(s) must cooperate in periodic and/or random audits which may be required and authorized by MoDOT, the State Auditor's Office, or any other party authorized by MoDOT. The contractor(s) may or may not be given notification prior to spot checks conducted by MoDOT staff. The contractor(s) shall participate in audits at no additional charge to MoDOT.

2.3 Additional Requirements:

- 2.3.1 The contractor(s) shall consult with MoDOT regarding any issues/problems involved with the administration of the services specified herein.
- 2.3.2 The contractor(s) shall understand and agree that MoDOT shall at all times have the right to audit any and all records pertaining to the services specified herein.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The contractor(s) shall submit an itemized monthly invoice to the following address for services provided to MoDOT:

MoDOT Risk and Benefits Management
Attn: Danielle Thomas
P.O. Box 270
105 West Capitol
Jefferson City, Missouri 65102

- 2.4.2 The contractor(s) shall be paid in accordance with the applicable prices specified on the Pricing Page of this document for all services performed satisfactorily, and in accordance with the contractual requirements specified herein.
- 2.4.3 The contractor(s) shall be reimbursed for necessary and pre-approved mileage expenses in accordance with the State of Missouri MoDOT Travel Regulations.

- 2.4.4 The contractor(s) shall be directly reimbursed for pre-approved lodging expenses and for meals that are verified with an original itemized receipt.
- 2.4.5 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor(s) for any reason whatsoever.
- 2.5 Other Contractual Requirements:**
- 2.5.1 **Contract Period:** The original contract period shall be from the date of contract award to July 31, 2012. 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 four (4) 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.
- 2.5.2 **Renewal Periods:** If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices stated in the original contract shall not be increased in excess of 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.
- 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.
- 2.5.3 **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.
- 2.5.4 **Release to Public:** No material or reports prepared by the contractor shall be released to the public without the prior consent of a MoDOT representative.
- 2.5.5 **Confidentiality:** The contractor shall not disclose to third parties confidential factual matters provided by MoDOT except as may be required by statute, ordinance, or order of court, or as authorized by MoDOT. The contractor shall notify MoDOT immediately of any request for such information.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked "Job Analysis and Work Simulation Exams".

- 3.1.2 The original of your sealed bid must be received on or before 2:00 p.m., local time, June 30, 2011, at the office of:

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Leann Kottwitz
830 MoDOT Drive
Jefferson City, MO 65109

- 3.1.3 MoDOT intends to enter into one (1) year contracts, with four (4) potential renewal periods, with multiple bidders located throughout the state to provide Job Analysis and Work Simulation Exams.

- 3.1.4 In addition to pricing, the bidder should supply the following information:

- a. List of bidder's experience in offering Job Analysis and Work Simulation Exams during the past twelve (12) months. Such list should include name, title and telephone number of at least two (2) clients within the past twelve (12) months.
- a. Name, location, telephone number, fax number and email address of the primary contact person for the bidder.
- b. Name(s) of all personnel being proposed to provide Job Analysis and Work Simulation Exams.
- c. Copies of current certifications for Federal DOT specimen collection, Breath Alcohol Technician Certification, Missouri Medical Licensure, Audiometric Technician Certification of the use of an audiogram for hearing tests, etc., for all employees being proposed to conduct Job Analysis and Work Simulation Exams.
- d. Copy of work step provider license.

3.2 Contract Award and Use of Contracted Services:

- 3.2.1 Contract awards shall be based on the bidder meeting the business and licensing criteria published as a part of this document. However, the right is reserved to reject any and all pricing submittals or award the contracts based on the best interest of MoDOT.
- 3.2.2 MoDOT reserves the right to reissue this document at any time throughout the contract period in order to obtain the services of additional Job Analysis and Work Simulation Exams bidders located throughout the State of Missouri.
- 3.2.3 MoDOT does not guarantee that a contract award will result in MoDOT using the services provided by the bidder.
- 3.2.4 Use of bidder services will be determined by the geographical proximity of the job applicant's home address to the bidder's business location, as follows:
 - a. The bidder with a business site closest to the applicant's home address will receive the purchase order to provide the contracted services. If the bidder cannot provide the listed services within the time period specified by the MHTC, the bidder with the next closest geographic proximity to the applicant's home address will receive the purchase order. This selection process will continue until an available service bidder is located.
 - b. In the event there are two (2) or more bidders within a ten (10) mile radius of the applicant's home address, the decision on which bidder will be chosen to provide the contracted services shall reside with MoDOT's program designee.

4. PRICING PAGE

4.1 The bidder shall provide firm, fixed, prices for the original contract period and maximum prices for the renewal periods in the tables below for services provided in accordance with the provisions and requirements specified herein.

Line Item #	Description	Original Contract Period, Firm, Fixed Prices
1	Job Analysis	\$ _____ <i>Firm, Fixed Price, per hour</i>
2	Work Simulation Exam	\$ _____ <i>Firm, Fixed Price, per participant</i>

Line Item #	Description	1 st Renewal Period, Maximum Prices
1	Job Analysis	\$ _____ <i>Maximum Price, per hour</i>
2	Work Simulation Exam	\$ _____ <i>Maximum Price, per participant</i>

Line Item #	Description	2 nd Renewal Period, Maximum Prices
1	Job Analysis	\$ _____ <i>Maximum Price, per hour</i>
2	Work Simulation Exam	\$ _____ <i>Maximum Price, per participant</i>

Line Item #	Description	3 rd Renewal Period, Maximum Prices
1	Job Analysis	\$ _____ <i>Maximum Price, per hour</i>
2	Work Simulation Exam	\$ _____ <i>Maximum Price, per participant</i>

Line Item #	Description	4 th Renewal Period, Maximum Prices
1	Job Analysis	\$ _____ <i>Maximum Price, per hour</i>
2	Work Simulation Exam	\$ _____ <i>Maximum Price, per participant</i>

PRICING PAGE, continued

4.1 The bidder shall circle below which District(s) the bidder's services are being proposed. Districts are identified on Attachment B – "County Listing by District".

Northwest District	Northeast District	Kansas City District	Central District	St. Louis District	Southwest District	Southeast District
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FIRM NAME: _____

ADDRESS: _____

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

Authorized Signature of Bidder:

Printed or Typed Name:

Attachment A

**Central Office (CO)
Authorization for Pre-Employment / Post Offer Work Simulation
and Medical Physical / Drug Test**

Work Simulation Date: _____ Appointment Time: _____
 Medical Physical / Drug Test Date: _____ Appointment Time: _____

<input type="checkbox"/>	Business Health Services (St. Marys)	Fax:	(573) 761-6957	Phone:	(573) 634-4133
<input type="checkbox"/>	Capital Region Corporate Health Clinic	Fax:	(573) 632-5833	Phone:	(573) 632-5786

SSN: _____

has been extended a conditional offer of employment for the following position:

- | | |
|---|---|
| <input type="checkbox"/> Construction Inspector | <input type="checkbox"/> Bridge Crew Worker |
| <input type="checkbox"/> Construction Technician | <input type="checkbox"/> Lab Testing Technician |
| <input type="checkbox"/> Materials Inspector | <input type="checkbox"/> Field Mechanic, Shop Mechanic, Equipment Spec. |
| <input type="checkbox"/> Materials Technician | <input type="checkbox"/> Lab Technician |
| <input type="checkbox"/> Non-Physically Demanding | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Materials Technician | <input type="checkbox"/> Electrician With 175 lb. Saw |
| <input type="checkbox"/> Geologist | <input type="checkbox"/> Supply Agent |
| <input type="checkbox"/> Other | <input type="checkbox"/> Core Drill |

Human Resources: Fax to following Work Simulation provider:

<input type="checkbox"/>	The Work Center (Columbia, MO)	Fax:	(573) 256-8104	Phone:	(573) 256-8100
<input type="checkbox"/>	The Work Center (Jefferson City, MO)	Fax:	(573) 634-4483	Phone:	(573) 634-3815

FOR WORK SIMULATION PROVIDER USE ONLY

Is applicant capable of the work simulation level required above?

- Capable** of Work Certification Level Required
 Not Capable of Work Certification Level Required

Comments:

Authorized Provider
Signature: _____

Date: _____

**Work Simulation Provider Note: Fax completed form to CO HR @ 573-526-0561.
Also fax this form and the completed test results to Central Office Risk & Benefits
Management at (573) 526-0006.**

***Please see back of form for Genetic Information Nondiscrimination Act (GINA) statement**

MISSOURI DEPARTMENT OF TRANSPORTATION
ADDENDUM TO FORMS REQUESTING MEDICAL INFORMATION

GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services

Attachment B

County Listing by District

Northwest District (20)

Andrew	Chariton	Grundy	Mercer
Atchison	Clinton	Harrison	Nodaway
Buchanan	Daviess	Holt	Putnam
Caldwell	Dekalb	Linn	Sullivan
Carroll	Gentry	Livingston	Worth

Northeast District (17)

Adair	Lincoln	Pike	Shelby
Audrain	Macon	Ralls	Warren
Clark	Marion	Randolph	
Knox	Monroe	Schuyler	
Lewis	Montgomery	Scotland	

Kansas City District (9)

Cass	Johnson	Platte	
Clay	Lafayette	Ray	
Jackson	Pettis	Saline	

Central District (18)

Boone	Crawford	Maries	Phelps
Callaway	Dent	Moniteau	Pulaski
Camden	Gasconade	Morgan	Washington
Cole	Howard	Miller	
Cooper	Laclede	Osage	

St. Louis (5)

Franklin	St. Charles	St. Louis City	
Jefferson	St. Louis		

Southwest District (21)

Barry	Dade	Lawrence	Taney
Barton	Dallas	McDonald	Vernon
Bates	Greene	Newton	Webster
Benton	Henry	Polk	
Cedar	Hickory	St. Clair	
Christian	Jasper	Stone	

Southeast District (25)

Bollinger	Iron	Perry	Stoddard
Butler	Madison	Reynolds	Texas
Cape Girardeau	Mississippi	Ripley	Wayne
Carter	New Madrid	Scott	Wright
Douglas	Oregon	Shannon	
Dunklin	Ozark	Ste. Genevieve	
Howell	Pemiscot	St. Francois	

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Insurance

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

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

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

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/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.

EXHIBIT A

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

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

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

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

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

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

