

BID FORM

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

REQUEST NO.	5-121231RW
DATE	December 12, 2012

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

2:00 PM, CDT, December 31, 2012

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

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

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Locations as Shown on Attachment

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Robin Warren, Sr. General Services Specialist	BUYER TELEPHONE:	573-526-7929
BUYER EMAIL:	Robin.Warren@modot.mo.gov		

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide *Mobile Retroreflector Services*

*****NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB process.**

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____		_____
Email Address:	_____	By (Signature):	_____
	_____	Type/Print Name	_____
		Title:	_____

1. Introduction

MoDOT is seeking qualified contractors to collect and report mobile retroreflectivity readings with a data collection vehicle and a data collection instrument that meet the specifications listed in this Request for Bid (RFB).

2. General Requirements

- 2.1 Readings will be required upon notification by the Missouri Department of Transportation (hereinafter referred to as the Department).
- 2.2 Bidder shall evaluate retroreflectivity of lines on any routes deemed necessary by the Department. The Department will supply the exact routes to be measured.

3. Specific Requirements

- 3.1 Bidder shall collect data a minimum of seven (7) calendar days after receiving notification. Data collection shall be completed within thirty (30) calendar days after receiving notification.
- 3.2 Data report shall be received by Department within seven (7) calendar days after data collection.
- 3.3 Any adjustments to these schedules will be agreed upon by both parties before data collection begins.
- 3.4 An estimated 6,000 drive miles of retroreflectivity readings will be required per contract period for Construction projects and Traffic and Research projects.
- 3.5 The retroreflectivity data collected shall be reported in the units millicandellas per meter squared per lux (mcd/m²/lux). The unit of measure for retroreflectivity data collected shall be drive-miles of striping read. Payment will be based on drive-miles read for individual stripes on the roadways, except that double-lines that are spaced within 12-inches shall be read in a single pass of the data collection vehicle and will be considered a single line. On roads where the yellow centerline is visible from both directions, such as two-way, 2-lane roads and 4-lane undivided roads, the centerline shall be read in both directions and will be considered as two (2) passes for payment purposes. The yellow centerline markings on two-way left turn lanes will only be read in the direction of travel from the inside adjacent through lane.
- 3.6 Bidder shall collect data when pavement and markings are dry, clean and no visible moisture is on the road surface. Fog and condensation of morning dew will not be considered as acceptable weather conditions. If road conditions are less than ideal, the bidder will provide commentary on the condition of the road and the line.
- 3.7 Bidder shall collect data during daylight hours only. If the bidder can show that night readings are comparable with day readings, then they will be considered. Bidder shall understand and agree that the Department's decision shall be final and without recourse.

4. Data Collection Equipment and Vehicle

- 4.1 Retroreflectivity readings shall be taken with a thirty (30) meter geometry mobile retroreflectometer.
- 4.2 Mobile retroreflectometers shall conform to Manufacture's specifications, and to ASTM (i.e., **ASTM E 1710**) and CIE specifications for determining the retroreflectivity values.
- 4.2 Mobile retroreflectometers shall be capable of being contained in one driving lane, and operating at highway free flow speeds, without interfering with normal traffic flow.
- 4.3 Bidder shall calibrate the data collection instrument and the data collection vehicle in accordance with the operating manual and calibration guide for the particular machine and vehicle. No direct payment will be made for the required calibration verification. The retroreflectometer shall be calibrated no less than twice per day. Log all calibrations and times performed and make available upon request of the Department.

5. Repeatability

Bidder shall conduct periodic testing to verify repeatability of the readings. This testing shall consist of readings taken on the same one-half mile of line by multiple passes of the collection equipment. A minimum of two (2) passes of the same line shall be taken. It is encouraged that this includes passes by different pieces of collection equipment, if the bidder has more than one (1) collection van. Repeatability tests shall be done at the start and at the end of each trip to the state. If the bidder is in the state for more than one week, additional repeatability tests shall be done such that none are more than seven (7) days apart. The results of the repeatability tests shall be included with the data reports submitted to the Department. No direct payment will be made for the required repeatability tests.

6. Data Collection Crew

Bidder shall provide both the equipment and trained personnel sufficient to perform the quality assurance, quality control and data acquisition inspections listed in the contract. Each mobile van shall have at least one (1) technician with a minimum of 2 years of experience, to be thoroughly familiar with the equipment, materials, and marking layouts such that he/she shall safely control the mobile and handheld retroreflectometers and perform data collection inspections within the stated parameters.

7. Data Collection and Reporting

- 7.1 Prior to starting data collection, the bidder shall contact the Department representative for the respective project and indicate the date and approximate time the data will be collected.
- 7.2 Encode the data collected with specific information including district number, county, route, job number (if applicable), continuous log mile, line color, skip or solid line, left or right skip centerlines, etc. Collect data for each line specified on each route.
- 7.3 Material types will be supplied by the Department. Bidder shall be able to differentiate between the types of retroreflective material on the roadway, i.e. paint, thermoplastic, epoxy, tape or other reflective medium. Bidder shall also be able to differentiate readings of different materials if they are placed in the same section, i.e. combinations of paint and tape.
- 7.4 Assess the appearance of the line, i.e. overspray, tracking, etc. Note lines that do not have a good appearance on the daily report sheet and report as subjectivity reading. A scale of one (1) to five (5), with five (5) being a new line, should be used.
- 7.5 Report any problems associated with collection of data.
- 7.6 Data shall be reported in 0.10-mile increments for each line specified to be read.
- 7.7 Summaries of results in relation to Department deduction categories.
- 7.8 The database shall be capable of being queried to provide other summaries such as per contractor, per line type, etc. as requested by the Department.
- 7.9 Upon award of this contract, the Bidder will provide the Department with a sample format of the data including all information included in this section. The Department will review this data format and make any changes necessary.

Provide Data as Follows

Microsoft Excel® spreadsheets containing the following information:

- Date
- District
- County
- Route
- Job Number (if applicable)
- Direction
- Continuous log mile
- Line type and color (i.e., edge, skip, white, yellow)
- Number of 0.10-mile intervals per day's reading
- Intervals passing minimum retroreflectivity
- Intervals failing minimum retroreflectivity
- Percentage of passing intervals
- Percentage of failing intervals

- List average reading taken at each 0.10-mile interval
- List average for entire line type and color
- Subjectivity reading for each line read

At the end of each workday, retain a copy of the files on the computer hard drive and one copy on separate computer media. Email the information to the Department project contact daily. The information taken during the data collection will remain property of the Department after data collection is finished. Retain a copy of each data file for a period of one (1) year. The Department will notify the vendor if any files are unreadable so that the vendor will either send another file or collect data on these routes again

8. Liquidated Damages

Failure to collect data within the time frames described will subject the bidder to liquidated damages. Liquidated damages will not be assessed if failure to collect the data within the specified time frame is beyond the control of the bidder, such as weather or late notification from MoDOT. The liquidated damages shall be determined by the following table.

Liquidated Damages Table	
Number of days late	Reduction in unit price (percent)
1 to 7	25
8 to 14	50
15 to 21	75
22 or more	100

9. Invoice and Payment Requirements

- 9.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 9.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 9.3 The contractor shall be paid in accordance with the firm, fixed price(s) stated on the pricing page of this document, after completion of deliverables specified herein and acceptance by the MoDOT.
- 9.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 9.5 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.
- 9.6 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MHTC’s rejection and shall be returned at the contractor's expense.
- 9.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

10. Other Contractual Requirements

- 10.1 Contract Period – The contract period shall be from Notice to Proceed through December 31, 2013, with four (4) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are the sole discretion of MoDOT.
- 10.2 Renewal Periods – If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
 - a. If renewal percentages are not provided, the prices during the renewal periods shall be the same as during the original contract period.

b. MoDOT does not automatically exercise its option for renewal based on the maximum percentages and reserves the right to offer or to request renewal of the contract at a price less than the maximum percentage stated.

10.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

12. Pricing

The Bidder shall provide firm, fixed prices below for the original contract period and renewal periods for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated.

Original Contract Period

Unit Cost Per Drive Mile: \$ _____

Renewal Periods

1st Renewal _____ % of maximum increase

2nd Renewal _____ % of maximum increase

3rd Renewal _____ % of maximum increase

4th Renewal _____ % of maximum increase

Signature

Date

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

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

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

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

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

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

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

Preference Certification

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

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

COOPERATIVE PROCUREMENT

The Department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Mobile Retroreflector Services** listed in the attached **Request for Bid 2-121231RW** for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Mobile Retroreflector Services** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor must complete the appropriate sections of this form and submit with their bid.)

ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

_____ being first duly sworn,
deposes and says that he is _____ of
Title of Person Signing

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____ 20__.

Notary Public

My Commission Expires _____

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

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

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

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

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

