



Pete K. Rahn, Director

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**REQUEST FOR PROPOSALS
PERSONNEL RECRUITMENT SERVICES
RFP 6-100413RJ**

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals
HRD	Human Resources Director

INTRODUCTION

This Request for Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Twelve (12) copies of each proposal must be mailed in a sealed envelope to Rebecca Jackson, CPPO, CPPB, Procurement Manager, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Central Office Procurement Division, 1320 Creek Trail Drive, Jefferson City, Missouri. Proposals must be returned to the offices of Central Office Procurement no later than 2:00 p.m., April 13, 2010.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

(1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.

(2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide **PERSONNEL RECRUITMENT SERVICES** to MHTC and the Missouri Department of Transportation (**MoDOT** or **Department**).
- (B) **Background:** MHTC is seeking a qualified Personnel Recruitment Service firm to perform a nationwide search for qualified candidates to fill the position of Director-Missouri Department of Transportation. MHTC desires to identify, select, and place a qualified candidate to fill the position in a timely manner so as not to adversely impact the continued operation of the Department.

MoDOT operates as a customer focused and results driven, state agency under a decentralized organization structure with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member bi-partisan Commission appointed by the Governor. The Central Office provides oversight and support to ten (10) geographical districts primarily responsible for delivery of MoDOT's mission and tangible results. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.

MoDOT employs approximately 6,300 full-time employees. About eighty percent (80%) of those employees work in the ten (10) districts with the remainder working in the various divisions with our Central Office facility.

- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.

**SECTION (2):
SCOPE OF WORK**

- (A) **Services:** The selected Offeror shall be required to provide the following personnel recruitment professional services:
1. Be available to attend all requested MHTC regular meetings, special meetings, or other activities associated with the search. At a minimum, the selected Offeror must be immediately available to meet with MHTC at its regularly scheduled meeting on May 5, 2010.
 2. Advise MHTC and the Human Resources Director (**HRD**) on appropriate executive selection processes and procedures to be used during the search for the best qualified candidate to fill the identified position.

3. Develop a proposed job specification including the minimum experience, educational qualifications, personal attributes, and selection criteria for identifying the candidates qualified to fill the identified position.
4. Submit the completed job specification and proposed search procedures to HRD for approval within *five* (5) days after the initial consultation session with MHTC and HRD.
5. Coordinate with MHTC and HRD to seek input from, and meet with, the director's search advisory group on the proposed job specification.
6. Actively recruit prospective candidates qualified to fill the identified position for consideration by MHTC.
7. Provide prospective candidate information to MHTC and HRD and make recommendations regarding candidates warranting further consideration. This process must be completed within *eight* (8) weeks following approval of the job specification or at a pre-determined time agreed to by HRD (on behalf of MHTC) and selected Offeror.
8. Conduct telephone or in person interviews with recommended candidates to further assess the candidates' qualifications, their ability to meet the needs detailed in the job specification, and their interest in the position. MHTC, in its sole discretion, reserves the right to add candidates to be interviewed by the selected Offeror.
9. Advise and coordinate with MHTC and HRD in selecting potential semi-finalist candidates to be interviewed by the selected Offeror and MHTC as desired.
10. Provide HRD with a recommended qualified candidate pool of approximately four (4) semi-finalists. The selected Offeror shall perform preliminary screening to include background/reference checks for any semi-finalist candidate approved by MHTC. This process must be completed within *two* (2) weeks following receipt of the finally approved semi-finalist candidate list.
11. Organize and schedule personal interviews with each of the semi-finalist candidates and MHTC as desired. The selected Offeror will be responsible for the coordination of all travel arrangements for each selected semi-finalist candidate in accordance with instructions and guidelines provided by HRD. MoDOT shall be responsible for the payment of the candidates' travel expenses.
12. Organize and schedule second interviews for all or some of the finalist candidates at the request of MHTC. MHTC is under no obligation to select the finalist candidate from the pool of candidates provided by the selected Offeror.

13. Perform detailed background/reference checks on the finalist candidate(s) selected by MHTC and provide this additional screening information to HRD.
14. Advise and coordinate with MHTC and HRD on employment offer and associated activities.
15. Prepare letters to be sent to each unsuccessful candidate for review and approval by HRD. Upon approval by HRD, the selected Offeror shall send the letter to each unsuccessful candidate.
16. In the event that, at any time during the candidate selection process, MHTC decides that none of the selected candidates are acceptable to MHTC, or if the selected candidate's employment in the identified position at MoDOT is terminated for any reason other than death or disability within one year after the date of employment with MoDOT, the selected Offeror shall again conduct all recruitment activities listed herein at no additional charge to MoDOT. The selected Offeror shall commence the second recruitment process, if necessary, within *fourteen* (14) days of either the completion of the first recruitment process or the termination of the incumbent, whichever is later.
17. Identify and place successful candidate by December 1, 2010, unless an alternative date is identified by MHTC.

(B) Selected Offeror's Qualifications: The selected Offeror must have extensive and successful experience with conducting national searches and recruitments supported by documentation of the following:

1. Search and recruitment engagements that have resulted in the successful selection, placement and retention of Chief Executive Officers (CEOs), as demonstrated by length of service and other factors.
2. Search and recruitment for CEOs of governmental agencies, including state agencies, and/or transportation organizations and experience and understanding of the unique factors involved with governmental management positions.
3. Documented and demonstrated success in providing diverse applicant pools in the search and recruitment activities.

(C) Administration of Program: The selected Offeror will consult the HRD regarding any problems involved with the administration of the services provided pursuant to this RFP.

**SECTION (3):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different Offeror.

- (A) **MHTC's Representative:** MoDOT's HRD, Michaelene A. Knudsen, is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of HRD. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to HRD throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror 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 MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP, 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 RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
 2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror 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.*).
- (I) **Executive Order:** The Offeror 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 Offeror hereby certifies that any employee of the Offeror 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 Offeror 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 Offeror 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.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as MHTC may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) 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/xprevprot/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**.

(L) 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**.

(M) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

(N) Law of Missouri to Govern: The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

- (O) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (V) **Indemnification:** The Offeror 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 Offeror's performance of its obligations under this Agreement.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Rebecca Jackson, CPPO, CPPB, Procurement Manager, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102 as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Rebecca Jackson, CPPO, CPPB, Procurement Manager, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, (573) 526-7930.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Required Response Information:** Each Offeror shall provide a cover letter signed by an authorized firm representative stating they have read and understand all of the terms and conditions of doing business with MHTC in response to this request for proposal.

2. **Experience, Expertise and Reliability:** With regard to documenting its experience in conducting national searches and recruitments for CEOs, the Offeror must provide information related to previous and current contractual relationships considered identical or similar in scope to the one anticipated to result between MHTC and the selected Offeror pursuant to this RFP. At a minimum, the following information must be provided:
 - a. Name, address, telephone number of contracting agency/entity and a contact person who can verify all data submitted.
 - b. Contract dates.
 - c. A brief, written description of the specific services provided and the results associated with the specific services provided.
 - d. List of any pending legal action(s) involving your firm that could directly or indirectly impact the services provided to MHTC.

3. **Demonstrated Success:** Each Offeror must provide the following:
 - a. Information containing demonstrative evidence of success in selection, placement, and retention of CEOs in governmental agencies, including state agencies, and/or transportation organizations.
 - b. Information containing demonstrative evidence of success in providing a diverse applicant pool in the search and recruitment activities.

4. **Personnel:** Each Offeror must provide the following:

Detailed information documenting the experience and qualifications of the key personnel who would be assigned to perform work under the contract between MHTC and the selected Offeror entered into pursuant to this RFP. Acceptable information shall include, but not be limited to, resumes detailing educational qualifications and previous work assignments.

5. **Proposed Method of Performance:**

Each Offeror must present a written narrative demonstrating the method or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to facts, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action. The technique to be followed in the preparation of the written proposed method of performance is left to the discretion of the Offeror.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, Offerors' proposals submitted in response to this RFP will be evaluated in accordance with the following criteria:

- a. Experience, expertise, and reliability with regard to conducting national searches and recruitments of executive personnel for governmental agencies, including state agencies, and/or transportation organizations;
- b. Demonstrated success in selection, placement, and retention of CEOs;
- c. Expertise of personnel in performing the requirements outlined in this RFP;
- d. Proposed Method of Performance;
- e. Demonstrated success in providing diverse applicant pools in the search and recruitment activities; and
- f. Cost.

The proposals will be evaluated based on the adequacy of the Offeror's response in addressing each of the Required Elements of the Proposal listed above.

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources in the evaluation process.

3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror

to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this RFP which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

(A) FEE SCHEDULE:

The Offeror shall provide a guaranteed, not-to-exceed total price for each of the following intervals within the recruitment process. All costs associated with providing the required services shall be included in the stated guaranteed, not-to-exceed total prices.

In addition, the Offeror shall provide an itemized breakdown of each of the guaranteed, not-to-exceed total prices detailing the services involved and the costs associated with the services.

001. Position Description Development/ Identification and Reporting of Prospective Candidates	
	\$
	\$
	\$
	\$
	\$
Guaranteed Not-To-Exceed Total Price	\$

002. Identification and Reporting on the Semi-Finalists	
	\$
	\$
	\$
	\$
	\$
Guaranteed Not-To-Exceed Total Price	\$

003. Finalist Selection and Acceptance by Successful Candidate(s)	
	\$
	\$
	\$
	\$
	\$
Guaranteed Not-To-Exceed Total Price	\$

In addition, the Offeror shall provide an itemized breakdown of the additional services not mentioned in the RFP that the MHTC may take into consideration.

004. Miscellaneous Services	
	\$
	\$
	\$
	\$
	\$
	\$
	\$

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
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• 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 though 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]

