



Pete K. Rahn, Director

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**REQUEST FOR PROPOSALS  
RFP 6-090902FR  
3D LASER SCANNING SURVEYING SYSTEM BUNDLE**

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**LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described commodity/services to the Missouri Highways and Transportation Commission (**MHTC**). Five (5) of each proposal must be mailed in a sealed envelope to Ms. Frankie Ryan, Procurement Agent, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to 830 MoDOT Drive, Jefferson City, Missouri, 65109. **Proposals must be returned to the office of Ms. Frankie Ryan no later than 2:00 p.m., SEPTEMBER 2, 2009, Central Daylight Savings Time.**

MHTC reserves the right to reject any and all bids 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/commodity at the fees quoted, under the terms of this RFP.

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Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

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## ACCEPTANCE

This proposal is accepted by MHTC.

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(Name and Title)

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Date

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide a 3D laser scanner system including software capable of performing both Civil Surveying and construction inspection functions. The system shall be fully operational in all outside lighting conditions. The system shall be the latest model/version offered to commercial trade to MHTC and the Missouri Department of Transportation (**MoDOT**). All training for MoDOT employees to operate such equipment will also be included as part of the offering.
- (B) **Background:** This specification establishes the technical and performance requirements for the procurement of a 3D laser scanner system and associated software modules.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30. **The effective date of the agreement will be from the date of notice to proceed through July 31, 2010.**

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

- (A) **Services:** The Offeror shall provide the following product and professional services:
- 3D laser scanner system including software capable of performing both Civil Surveying and construction inspection functions. The system shall be fully operational in all outside lighting conditions. The system shall be the latest model/version offered to commercial trade.
- (B) **Specific Requirements:** The Offeror will provide to the MHTC the 3D scanning equipment and associated training and warranties. Additional details on the requirements are as noted below:

The system shall be fully operational in all outside lighting conditions. The system shall be the latest model/version offered to commercial trade. The following functions are required – **NO Substitutions:**

- System must work within the Bentley Microstation software MoDOT currently uses.
- System must be able to be set up over a known point and able to enter the location information into scan data.
- Laser must be a visible FDA laser class 3r.
- User interface: notebook pc.
- Minimum accuracy of a single measurement:
  - Position: 8mm or less @ 50 meters
  - Distance: 5mm or less @ 50 meters
- Minimum resolution: 4mm @ 100 meters
- Field of view:

- Horizontal: 360 degrees.
- Vertical: 60 degrees min. (angle included) with overhead scanning capability.
- Minimum range: 200 meters
- Minimum speed: 100,000 points/minute
- On-board digital camera for aiming or creating photo mosaics
- Real-time automatic level compensation
- Two (2) power supplies, each with a battery life having a minimum 2.5 hours, hot swap capable and chargeable from a standard auto connection
- Target package, tripod, tribrach and 14 foot (min) ethernet cable to be included in system price.
- Necessary software to operate the scanner and analyze the data, and a minimum of one (1) year of technical support and equipment maintenance to be included.

**(C) Administration of Program:** The Offeror will consult MHTC's representative 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 negotiated contract. These same contract provisions will appear in the post-award negotiated 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 District Design Engineer from District 8 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 the representative. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the representative 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 (6<sup>th</sup>) 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 the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **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.
- (L) **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.
- (M) **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.
- (N) **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.
- (O) **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.
- (P) **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.
- (Q) **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.

**(R) 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.

**(S) 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.

**(T) Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**(U) Insurance:**

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

- |                         |   |
|-------------------------|---|
| a. General Liability    | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |

- c. Missouri State Workmen’s Compensation policy or equivalent in accordance with state law.

**(V) Non-Employment of Unauthorized Aliens:**

Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. As provided in Section 285.530(2), RSMo, every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. A copy of the affidavit referenced above is provided within this document.

- a. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in a 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 Offerors 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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

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

**(A) SUBMISSION OF PROPOSALS**

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments and exhibits) to Ms. Frankie Ryan 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 Ms. Frankie Ryan, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 522-9481.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Experience.** The proposal must clearly identify the Offeror’s experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies, which the Offeror has served or currently serves.
2. **Proposed Method of Performance.** Offeror shall provide detailed information on how they will provide all training and warranty services for the equipment referred to herein. See the section “Evaluation Criteria and Process” for additional information.
3. **Personnel:**
  - a. Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror.
  - b. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri.
  - c. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant.
  - d. Offeror should submit a complete listing, include copies of any certifications/licenses, of the personnel who will be performing the training for the equipment.
4. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.
5. **Cost.** Cost will be evaluated as noted herein.

**(C) EVALUATION CRITERIA AND PROCESS**

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

	<b>Maximum Points</b>
A. Cost of Equipment	45
B. Proposed Repair and Warranty Service Extensions	20
C. Past Service and Warranty Performance	15
D. Prior Experience and References	10
E. Proposed Method of Initial Training	10

**(A) Cost of Equipment, (45 points available):** The objective evaluation of cost shall be conducted based upon a total amount of the cost of items 1 through 5 on the pricing pages to provide for the requirements of the RFP, which include but are not necessarily limited to, the equipment, shipping, , minimum of one (1) year warranty, initial training, etc.

- a. Utilizing the total cost determined from above, cost points shall be determined using a scale of 45 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Offeror's Price}} \times 45 = \text{Cost Points}$$

**(B) Proposed Repair and Warranty Service Extensions and Catalog Discounts (20 points available):** The Offeror must provide information related to providing extended repair and warranty services for three (3) additional 12-month periods, as noted per the requirement of this RFP. Please provide all details of what would be included in the extended services. Offeror must also provide information on the discount to be offered to the MHTC for additional purchases from the Offeror's available catalogs. See the Pricing Page for additional information.

**(C) Past Service and Warranty Performance (15 points available):** The Offeror shall provide the following information related to previous and current contracts within the last three (3) years, which are considered identical or similar to the requirements of this RFP.

- Name, address, and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
- Dates of the contract.
- A brief, written description of the specific equipment warranty services provided.
  - Offeror shall provide a listing of the dates of all warranty services provided to each entity, the type of equipment service provided and the resolution of the service/warranty visit.
  - Include information relating to response time from initial contact from the Project Coordinator to the completion time of repairs.
- The Offeror shall list any significant pending legal action(s) involving the Offeror that could directly or indirectly impact on commodity/services provided to MHTC.

The above information may be shown on the form attached as "Exhibit B: Prior Experience of Offeror" to this RFP or in a similar manner.

**(D) Prior Experience and References (10 points available):** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years for equipment/services provided that are considered identical or similar in nature to those referenced in this RFP. This information may

be shown on the form attached as “Exhibit B: Prior Experience Of Offeror ” to this RFP or in a similar manner.

**(E) Proposed Method of Initial Training (10 points available):** Effectiveness of the procedures used by the Offeror to conduct the initial training sessions for utilizing the equipment. The Offeror’s proposal should include, but not necessarily be limited to, training manuals and handouts to be used, location requirements for training to take place, number of personnel that can be accommodated in each training session (the MHTC assumes a minimum of eight (8) trainees per session), the number of training sessions anticipated to be required and the time to complete such sessions, and any other information that will assist the MHTC in evaluating the quality of training to be provided by the Offeror.

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

~ This section of the page intentionally left blank. ~

**SECTION (5):  
PRICE PAGE: 1 OF 2**

- (A) The Offeror shall indicate below the price for providing the equipment and services in accordance with the provisions and requirements stated herein. Costs shall include, but not necessarily be limited to, equipment, shipping, initial training, warranty, travel and personnel costs, etc. The MHTC reserves the right to increase or decrease the quantity of items purchased as noted below. This statement in no way guarantees that any increases will be requested by the MHTC.

<u>Description</u>	<u>Equipment Model and Cost</u>
<p><b><u>Item #1 Cost of Equipment</u></b></p> <ul style="list-style-type: none"> <li>• 3D laser scanner system including software capable of performing both Civil Surveying and construction inspection functions. Cost to include a one (1) year service agreement and warranty.</li> </ul>	\$
<p><b><u>Item #2 – Initial Training</u></b></p> <p>On-site Training at customer site. Minimum class size of eight (8). Cost of travel, travel time to and from the customer facility, and all other daily expenses to be included in this item. <b>Vendor must provide the names and addresses of service centers closest to MoDOT’s Springfield Missouri location.</b></p>	\$
<p><b><u>Item #3 – Extended Service Agreement No. 1</u></b></p> <p>List the price for extending the initial one (1) year service agreement and warranty (which is included in the “Cost of Equipment”) for an additional 12-month period.</p>	\$
<p><b><u>Item #4 – Extended Service Agreement No. 2</u></b></p> <p>List the price for extending the service agreement and warranty for a 2<sup>nd</sup> additional 12-month period.</p>	\$
<p><b><u>Item #5 – Extended Service Agreement No. 3</u></b></p> <p>List the price for extending the service agreement and warranty for a 3<sup>rd</sup> additional 12-month period.</p>	\$
<b>TOTAL COST (Items 1 thru 5)</b>	<b>\$</b>

**PRICE PAGE: 2 of 2**

**NOTE ON COST DETERMINATION:** Cost will be determined by adding Items 1 through 5 to obtain a total cost. The Offeror's total cost will then be utilized in the formula described in section (C) *Evaluation Criteria and Process*, as noted herein, to determine the appropriate number of points to be awarded. ***OFFEROR MUST BID ON ALL ITEMS LISTED IN THE PRICING PAGE IN ORDER TO BE CONSIDERED FOR AWARD.***

**NOTE ON CURRENT LIST PRICE DISCOUNT:** In the event the MHTC exercises its option to purchase additional accessories and equipment as available in the Offeror's product catalog(s), the Offeror will be required to offer all accessories and equipment to the MHTC with the below listed discount. This is a minimum, guaranteed discount. MoDOT reserves the right to discuss additional discounts based on the quantity of any products purchased from the Offeror's catalog(s):

\_\_\_\_\_ % Discount off of the Manufacturer's Current Catalog List Price.

OFFEROR **MUST** PROVIDE A PERCENTAGE OF DISCOUNT AS PART OF HIS/HER RFP RESPONSE. If Offeror does not provide a discount number as noted, MHTC will assume a discount of 0%.

***However, the Offeror is cautioned that the determination of lowest, responsive proposal will include an evaluation of the discount offered.***

\_\_\_\_\_  
Name of the Offeror's Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

**EXHIBIT A**  
**PERSONNEL EXPERTISE SUMMARY**

(Copy the Exhibit for additional personnel. Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	
_____	
(Title)	
<hr/>	
2. _____ (Name)	
_____	
(Title)	
<hr/>	
3. _____ (Name)	
_____	
(Title)	
<hr/>	
4. _____ (Name)	
_____	
(Title)	
<hr/>	
5. _____ (Name)	
_____	
(Title)	
<hr/>	
6. _____ (Name)	
_____	
(Title)	

**EXHIBIT B**

**PRIOR EXPERIENCE OF OFFEROR**

The Offeror will copy and complete this form for each reference being submitted as demonstration of the Offeror and subcontractor's prior experience. In addition, the Offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror/Subcontractor Name:</b>	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company:	
<b><u>Reference Contact Person</u></b> Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

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

\_\_\_\_\_  
Signature of **Reference Contact Person noted above**

\_\_\_\_\_  
Date of Signature

**EXHIBIT C: WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

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

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 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 am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I 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 information (employment eligibility) of newly hired employees working in connection to work under the within state contract agreement with 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.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

**EXHIBIT C (continued)**

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP  
(a separate affidavit is required for each owner and general partner)**

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit

(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

0a United States citizen.

0an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT D**  
**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

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

**FOR CORPORATIONS:**

State in which incorporated:

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**FOR OTHERS:**

State of domicile:

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**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:**

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**ADDRESS:**

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**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):**

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

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

## EXHIBIT E

### MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

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

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

#### Veteran Information

#### Business Information

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Service-Disabled Veteran's Name, (Please Print)

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Service-Disabled Veteran Business Name

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*Service-Disabled Veteran's Signature*

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Missouri Address of Service-Disabled Veteran Business

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