



**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR INFORMAL QUOTATION (RFQ)

Please quote the lowest prices covering service specified and provide all information requested.

TODAY'S DATE: 07/23/2014	QUOTE DUE ON OR BEFORE: 08/14/2014 @ 2:00PM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION
BUYER/CENTRAL OFFICE PHYSICAL ADDRESS: 830 MoDOT DRIVE, JEFFERSON CITY, Mo 65109	QUOTATION NUMBER: 4-140814BR	BUYER NAME: BETH RODEMAN BUYER TELEPHONE NUMBER: (573)526-2744 BUYER FAX NUMBER: (573) 526-1218 BUYER E-MAIL: ELIZABETH.RODEMAN@MODOT.MO.GOV
BUYER/CENTRAL OFFICE MAILING ADDRESS: PO Box 270, JEFFERSON CITY, Mo 65102	All Quotes Must Be Received In A Sealed Envelope	DELIVERY LOCATION: JEFFERSON CITY, MO

The purpose of this RFQ is to establish a contract for the review and evaluation of geotechnical laboratory data acquisition and management processes and procedures in order to improve and enhance their functionality and interaction with other geotechnical data management software (gINT).

All responses to this RFQ MUST be submitted with this form and MUST be returned to the Buyer listed above via e-mail, fax or by mail at the Central Office address shown above.

The effective date is upon receipt of Notice to Proceed.

Vendors 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. Vendors are encouraged to obtain 10% MBE and 5% WBE participation.

See pages that follow for additional instructions, requirements, and Terms and Conditions.

VENDOR INFORMATION

Company Name:					
Vendor Name /Mailing Address	Vendor Contact Information (including area codes):				
	Phone #:				
	Fax #				
	Cellular #				
Printed Name and Title of Responsible Officer or Employee:	E-mail				
	Signature:				
Is your firm MBE or WBE Certified?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

1 Introduction and Background Information

- 1.1 This Request for Quote (RFQ) seeks quotes from qualified organizations to provide a **soils and geology laboratory application evaluation and summary**, to the Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT). The effective date shall be the date of Notice to Proceed.
- 1.2 The Soils and Geology Laboratory software application is an in-house custom database system that includes data gathered from other software systems, including but may not be limited to: pLog, gINT, Geocomp, and Instron. This application is used to gather, capture and calculate geotechnical data. It consists of an Access Database, Excel spreadsheets and a VB4 application. The purpose of this RFQ is to establish a contract for the review and evaluation of geotechnical laboratory data acquisition methods, data management processes and procedures in order to improve and enhance their functionality and interaction with other geotechnical data management software (gINT).
- 1.3 The use of Oracle databases is required in order to simplify future mapping requirements.
- 1.4 Definitions:
- a. **Must** means that a certain feature, component, or action is a mandatory condition.
 - b. **Shall** has the same meaning as the word must.
 - c. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2 Scope of Work

- 2.1 General Performance Requirements:
- 2.1.1 The Bidder shall provide all products and perform all services in accordance with the provisions and requirements stated herein, to the sole satisfaction of MoDOT.
- 2.1.3 Unless otherwise specified herein, the Bidder shall furnish all material, labor, and facilities necessary to perform the services required herein.
- 2.2 Specific Performance Requirements:
- 2.2.1 The Bidder must possess knowledge and expertise in the area of geotechnical data and testing.
- 2.1.3 The Bidder must perform a site visit of enough duration to adequately assess the Soils and Geology Section laboratory procedures, existing software and solicit input from laboratory staff.
- 2.2.2 The Bidder must provide a written evaluation report and summary of MoDOT's current soils and geology lab application.
- 2.2.3 The Bidder must provide 3 recommendations in the report for streamlining the soils and geology laboratory application process along with associated costs and timelines for each recommendation. The recommendations shall be from one of the following categories or combination thereof.
- a. Repair or upgrade existing soils and geology laboratory application.
 - b. Procure existing software and modify for use by the soils and geology laboratory application.
 - c. Produce custom software for the soils and geology laboratory application.
- 2.2.4 The bidder should provide a recommendation for software that is compatible with Soils and Geology's existing gINT software.

- 2.2.5 All software recommended by the Bidder must store data in Oracle databases without converting from other database management systems.
- a. The use of Oracle will allow the new data to be incorporated into existing inventory maps used at MoDOT.
 - b. Data from the proposed recommendation(s) will be used in Oracle databases which utilize geospatial software.
- 2.2.6 The Bidder must provide a presentation of all the recommendations, which may be a web-based presentation.

3 General Contractual Requirements

- 3.1 Contract Period: The original contract shall be effective upon issuance of Notice to Proceed.
- 3.2 Components of Agreement: The Agreement between MODOT and the Bidder shall consist of: the Request for informal Quotation (RFQ) and any written addenda thereto, and the quote submitted by the Bidder in the response to the RFQ. However, MODOT 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 RFQ or the Bidder's quote. The Bidder is cautioned that its quote shall be subject to acceptance by MODOT without further clarification.
- 3.3 Property of State: All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of MoDOT.
- a. Upon expiration, termination or cancellation of the contract, all such items shall become the property of MoDOT, which shall include all rights and interests for present and future use or sale as deemed appropriate by MoDOT.
 - b. All data stored on any service platform shall remain the property of MoDOT. Upon the termination of this agreement for any reason, all data shall be transferred back to MoDOT in a format acceptable to MoDOT within 5 business days after termination.

4 Quotation Submission and Award

- 4.1 Pricing and Signature: Quotes should be priced, signed and returned with necessary attachments to the Buyer, Beth Rodeman, at the address provided on the front page of this RFQ. Specifically, the front page, pricing pages, **Exhibit A or B and C** of this RFQ and any addenda must be completed, manually signed and returned as part of the quotation.
- 4.2 Submission of All Data Required: The Bidder must respond to this RFQ by submitting all data required in paragraph 4.5 below for its quote to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a quote from further consideration.
- 4.3 Public Inspection: The Bidder is hereby advised that all quotes and the information contained in or related thereto shall be open to public inspection and that MoDOT does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization(s). Therefore, the Bidder must submit its quote based on such conditions without reservation(s).
- 4.4 Clarification of Requirements: Any and all questions regarding the statement of work, requirements, competitive procurement process, or other questions must be directed to the buyer, Beth Rodeman, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, Elizabeth.rodeman@modot.mo.gov, phone number (573) 526-2744, or fax number (573)526-1218.
- 4.5 Required Elements of Quote
- 4.5.1 Experience: The quote must clearly identify the Bidder's experience in offering the services requested in this RFQ. Information presented in this section should highlight any work with other state agencies or local governments in Missouri. A

simple “yes, no, or compliant” response will not fulfill this experience description request. Bidder must furnish a complete listing of each subcontractor, if any, and complete contact information for that subcontractor.

- a. The information submitted by the Bidder in response to this section of the RFQ should include but not be limited to the following:
 - 1. Bidder’s experience in offering the services requested in this RFQ during the past three (3) years in all areas of experience required in the Scope of Work.
 - 2. Proof of knowledge and expertise in the area of geotechnical data and testing.
 - 3. The name, title, email address and telephone number of at least three officials of clients served within the last twelve months.

4.5.2 Proposed Method of Performance: The evaluation of the Bidder’s Proposed Method of Performance shall be subjective based on the requirements stated herein. Therefore, the Bidder should present detailed information regarding how they intend to satisfy the requirements outlined in the Scope of Work of this RFQ and all services proposed in the response to this RFQ. A simple “yes, no, or compliant” response will not fulfill this description request.

- a. The information submitted by the Bidder in response to this RFQ should include but not be limited to the following:
 - 1. Detailed information regarding method of gathering data on current system,
 - 2. The RFQ response shall provide documentation which must include a project plan including, but not be limited to level of work effort, estimated number of hours, and a timeline.
 - 3. Documentation including but not limited to a general overview and brief history of the company, including parent and/or subsidiary companies, the number of employees.
- b. MoDOT reserves the right to use this information, including information gained from any other source, in the evaluation process.

4.5.3 Cost: The objective evaluation of the Bidder’s cost shall be based on a total of points computed utilizing the pricing quoted by each Bidder on the pricing pages and the process described below.

4.6 Evaluation Criteria and Process:

4.6.1 Evaluation Factors: Any agreement for services resulting from this RFQ shall be awarded to the Bidder providing the lowest and best quote to MoDOT. After determining responsiveness, quotes will be evaluated in accordance with the following criteria:

- a. Experience 20 pts. Maximum
- b. Proposed Method of Performance 30 pts. Maximum
- c. Cost 50 pts. Maximum

4.6.2 The evaluation of cost will be conducted using a scale of fifty (50) possible points based upon a total amount for all service fees required. For evaluation purposes only, the total number of hours to complete the requirements herein shall be estimated at 70 hours. Cost points shall be calculated based on the sum from the below calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 50 = \text{Cost score points extended to 2 decimal places, 50.00 possible}$$

4.6.3 Historic Information: MoDOT reserves the right to consider historic information and facts, whether gained from the Bidder’s quote, question and answer conferences, references, or other sources, in the evaluation process.

- 4.6.4 Responsibility to Submit Information: The Bidder is cautioned that it is the Bidder's sole responsibility to submit information related to the evaluation categories and that MoDOT's representative is under no obligation to solicit such information if it is not included with the Bidder's quote. Failure of the Bidder to submit such information may cause an adverse impact on the evaluation of the Bidder's quote.

5 Invoicing and Payment Requirements:

- 5.1 The Bidder shall submit an itemized invoice to the MoDOT Information Systems Office, Attn: IS Financial, for the completion of deliverable.
- 5.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract service agreement. 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.
- 5.3 The Bidder shall understand and agree MoDOT reserves the right to make contract payments to the Bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each Bidder invoice must be on the Bidder's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the Bidder to properly apply state payments to invoices. The Bidder must comply with all other invoicing requirements stated in the RFQ.
- 5.4 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 5.5 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 5.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

6 Pricing Pages

6.1 **Fee Schedule:** The Bidder shall indicate below the firm-fixed price in the unit of measure indicated for providing all services in accordance with the provisions and requirements stated herein. All costs associated with providing this service must be included in the prices below.

	U/M	DESCRIPTION	
Item 1	Total	Soils and Geology Laboratory Application Evaluation and Summary	\$_____ Total

6.2 **Expenses:** The estimated out-of-pocket expenses applicable to on-site services, if any, that are not included in the firm-fixed pricing quoted above and for which the Bidder expects reimbursement must be separately identified by name and cost. Please use a separate sheet if necessary. If the Bidder does not include such expenses or if applicable spaces are left blank/are not completed, prices shall be zero, with all expenses included in the fixed fees as provided above with this submitted quote. MoDOT reserves the right to negotiate the cost and type of any and all such expenses, as deemed in the best interest of the MoDOT. Further, MoDOT must approve any anticipated expenses prior to such expenses being incurred as part of any on-site services necessary to provide the evaluation and summary of the soils and geology laboratory application required herein.

Expenses	Amount/Original Contract Period
Mileage per vehicle (regardless of number of riders)	\$0._____ / mile
Lodging	\$_____ - \$_____ / facilitator/day
Meals	\$_____ - \$_____ / facilitator/day or per diem as per firm \$_____ /day
Miscellaneous (list-attach additional sheet if needed)	
Total	

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

EXHIBIT C

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 <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>M/WBE Name</u></th> <th style="text-align: center;"><u>Percentage of Contract</u></th> <th style="text-align: center;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

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 <u>Location Products are Manufactured or Produced.</u>	
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: <ol style="list-style-type: none"> 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. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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 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 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 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 understand and agree that MHTC cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect MHTC, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds MHTC as an additional insured.

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.