

BID FORM

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

REQUEST NO.	5-150115KH
DATE	December 30, 2014

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

January 15, 2015 at 2:00 PM, Local Time

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered

See Geographic Location Requirement

BUYER:	Kristi Hixson, Sr. GS Specialist	BUYER TELEPHONE:	573-526-1975
BUYER EMAIL:	Kristi.Hixson@modot.mo.gov		

SUPPLIES OR SERVICES

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **Lab Testing Services** for a contract period from date of award through January 31, 2016.

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

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

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

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

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Lab Testing Services** with an effective contract period from date of award through January 31, 2016 to the Missouri Highways and Transportation Commission (MHTC) acting by and through Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than January 15, 2015, 2:00 p.m. Local Time.**

RFB COORDINATOR:

Kristi Hixson
Missouri Department of Transportation, General Services
830 MoDOT Drive (physical address, zip 65109)
P.O. Box 270 (mailing address, zip 65102)
Jefferson City, MO 65109

PHONE: 573-526-1975

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Lab Testing Services as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page
 - 5) Exhibits
 - 6) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The bidder shall provide lab testing services on an as needed, if needed basis, for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

2.2 Specific Requirements

2.2.1 Required Analysis

- a. The Lab must be able to run Environmental Protection Agency (EPA) SW846 analytical methods currently required for regulatory compliance by EPA and the Missouri Department of Natural Resources (MDNR) in the following areas for both soil and water matrices: petroleum, hazardous waste, pesticides, herbicides, water quality standards, drinking water and unknown material identification.

This will require an ability to analyze VOA, Semi-VOA, PAH, TPH, pH, flashpoint, chlorides, oil and grease, pesticide, herbicide, PCBs, TCLP metals, and others. All standards required by the method as well as MDNR for QA/QC, sample delivery and holding times must also be met.

- b. The Lab must have the ability to conduct laboratory analyses sufficient to meet Missouri Department of Natural Resources (DNR) compliance requirements for the Water Pollution Control Program, Hazardous Waste Program, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and Risk Based Corrective Action (RBCA) programs.
- c. The Lab will be required to submit certifications, licenses, or any other information that will document the Lab's adherence to these requirements. This information, as well as the other required information outlined herein, will be reviewed and verified by MoDOT. MoDOT reserves the sole right to determine if the documentation meets these requirements.

2.2.2 Delivery of Samples to the Lab

All deliveries of samples to be tested by the Lab will be delivered using MoDOT personnel and resources. Unless otherwise requested by MoDOT, the Lab will not be required to provide delivery and/or shipping services for these samples.

2.2.3 Geographic Location Requirement

The awarded Lab must meet the criteria for location of the Lab to MoDOT's building located at 601 West Main Street, Jefferson City, MO. This restriction is put into place in order to accommodate for MoDOT's use of department personnel to make sample deliveries immediately upon determination of testing necessity.

- a. The Lab must be located no more than approximately seventy (70) driving miles from the above Jefferson City location.

- b. MoDOT will use the distances as obtained from MAPQUEST, or any other appropriate source, with the Jefferson City location as the starting point. MoDOT reserves the right to determine if the Lab meets this criteria, as determined to be in the best interests of MoDOT.

2.3 Invoicing and Payment Requirements:

- 2.3.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.3.2 Each invoice should be itemized in accordance with products listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with products listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.3.3 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 RFB.
- 2.3.4 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.
- 2.3.5 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.3.6 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.
- 2.3.7 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MoDOT's rejection and shall be returned at the bidder's expense.
- 2.3.8 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.4 Other Contractual Requirements:

- 2.4.1 Contract Period - The contract shall commence from the date of award until January 31, 2016 with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.4.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the bidder shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.

- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar. MoDOT may request like or similar product substitutions at the price offered within a category to be agreed upon by the successful bidder. Agreed upon substitution must be within the pricing structure of the original bid and any applicable percentage increase or decrease.

2.4.3 Inspection and Acceptance:

- a. No product received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said product.
- b. Products which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, products which are discovered to be defective or which do not conform to any warranty of the bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MoDOT's right to reject any unacceptable products shall not exclude any other legal, equitable or contractual remedies the MoDOT may have.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "Lab Testing Services".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Certifications. Submit certifications, licenses, or any other information that will document the Lab's adherence to the requirements in this document.

3.1.5 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

4. PRICING PAGE

Please provide the cost for each of the below listed tests. Please sign and date where indicated below and submit with your other bid documentation.

Tests	Cost per Sample Tested	Number of Days for Test Results to be Submitted (in calendar days)	Percentage of Increase on Cost per Sample for Expedited Results	Number of Days for Expedited Test Results to be Submitted (in calendar days)
Total Petroleum Hydrocarbons (GRO, DRO, ORO)	\$		%	
Pesticides	\$		%	
VOCs	\$		%	
pH	\$		%	
Flashpoint	\$		%	
Paint Filter Liquids Test	\$		%	
TCLP metals	\$		%	
VOA	\$		%	
Semi VOA	\$		%	
PAH	\$		%	
Chlorides	\$		%	
PCBs	\$		%	
Herbicides	\$		%	
Oil and Grease	\$		%	
Drinking Water Standards	\$		%	
Water Quality Analysis	\$		%	
Identification of Unknowns	\$		%	
GRAND TOTAL COST	\$			

AWARD INFORMATION: Award will be made to the Bidder with the lowest Grand Total Cost, meeting the required competencies stated herein. In order to be considered for award, ***THE BIDDER MUST BID ON ALL LINE ITEMS IN THE PRICING TABLE.***

EXPEDITING PERCENTAGE AND RESULT SUBMITTAL: This is being requested by MoDOT as informational only. This information will not be considered as part of the award criteria and is subject to negotiation between MoDOT and the Lab when such services are requested.

RENEWAL INFORMATION: The Bidder shall provide below the maximum percentage of increase and the maximum percentage of decrease for each renewal period. **Please note: if the Bidder does not provide a percent of increase/decrease for each renewal period, MoDOT will assume the renewal percentage is zero percent (0%) for that renewal period.**

1st Renewal Period: _____% of maximum *increase* _____% of maximum *decrease*

2nd Renewal Period: _____% of maximum *increase* _____% of maximum *decrease*

3rd Renewal Period: _____% of maximum *increase* _____% of maximum *decrease*

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

EXHIBIT A

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: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) 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; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
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<i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>										

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> 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 product or product number, the country other than the United States where each good or product is manufactured or produced.	
Product (or product number)	Location Where Product is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

Missouri Highways and Transportation Commission
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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.

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.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

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/qc_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 B.

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

- 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 C.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.