

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

REQUEST NO.	5-150317DP
DATE	March 6, 2015

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

2:00 p.m., Local Time, March 17, 2015

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

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

Submit net bid as cash discount stipulations will not be considered

Jefferson City, Missouri

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Dee Pardue
BUYER EMAIL: Dee.Pardue@modot.mo.gov

BUYER TELEPHONE: 573-526-0760

SUPPLIES OR SERVICES

Copy Machine Maintenance Service for two Canon IR110 Copiers

To establish a contract to furnish "Copy Machine Maintenance – Canon IR110 Copiers" from date of award through March 31, 2016.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

Date: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
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 seeks bids from qualified organizations to provide **Copy Machine Maintenance – Canon IR110 Copiers (Serial #NQU0266 and #NSW00402)**, with an effective contract period of date of award through March 31, 2016, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope no later than 2:00 PM, Local Time, March 17, 2015.

RFB Coordinator:

Dee Pardue
Sr. General Services Specialist

PHONE: 573-526-0760

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The bidder shall provide onsite **Copy Machine Maintenance Service** for two (2) **Canon IR 110 Copiers**, on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the “MoDOT”, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.1 Commission Representative

- 2.2.1 *Commission Representative:* The Commission’s Community Relations Coordinator is designated as the Commission’s representative for the purpose of administering the provisions of this Agreement. The Commission’s representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this agreement.

2.3 Specific Requirements:

- 2.3.1 The bidder shall provide on-site maintenance/services support.
- 2.3.2 The bidder’s on-site maintenance shall include preventative calls and all remedial service calls required by MoDOT and found to be necessary by the Commission’s representative to maintain the equipment in optimum operating condition.
- 2.3.3 Each regularly scheduled preventative maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear. Preventative maintenance should also include replacement of the equipment’s ozone filter as recommended by the manufacturer.
- 2.3.4 The bidder’s on-site maintenance shall also include labor, mileage and travel time to the on-site location.

- 2.3.5 Maintenance shall include all supplies required for the operation of the entire system, including but not limited to: toner, developer, oil, rollers, belts, computers, monitors, scanners, etc. Paper, staples and staple wire shall be excluded.
- 2.3.6 The bidder shall provide maintenance during standard operating hours (8:00 a.m. to 5:00 p.m. local time) Monday through Friday. After hours and weekend service must be available upon request of MoDOT.
- 2.3.7 The bidder shall guarantee a minimum of two (2) hours average on-site response time from time of notification.
- 2.3.8 The bidder must have a minimum of two (2) service technicians certified in the maintenance of the equipment identified herein, and are based within a 50-mile radius of Jefferson City, Missouri
- 2.3.9 MoDOT shall not pay for copy charges arising from either the bidder's service calls, or copies which are unusable due to poor copy quality. MoDOT will give unusable copies to the service technicians to be given copy credits.
- 2.3.10 The bidder must provide maintenance (e.g software patches, upgrades and bug fixes) and technical support for all software provided, including ongoing telephone support, problem determination and resolution.
- 2.3.11 The bidder must provide technical support Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding state holidays.
- 2.3.12 It is highly desirable that the bidder provide a toll free telephone number for support.
- 2.3.13 It is highly desirable that the bidder provide 24-hours per day, 7-days per week electronic support. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems and technical questions, and the ability to fix orders electronically.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein. The invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted by the bidder 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.
- 2.4.2 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.3 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.4.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.4.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.4.6 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Contractual Requirements:

- 2.5.1 Contract Period - The contract shall commence from the date of award until March 31, 2016 with up to three (3) one-year renewal option periods. 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.
- 2.5.2 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.
- 2.5.3 This work is to be performed under the general supervision and direction of MoDOT and, if awarded and portion of the work, the bidder agrees to furnish at his own expense all labor, equipment, materials, personnel, taxes and fees necessary and required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT or the MHTC. The Department (MoDOT) and MHTC are to have no direction or control over the employees used by the contractor in performance of the work.
- 2.5.4 *Safety:* Safety of the bidder's personnel and equipment is the responsibility of the bidder.
- 2.5.5 *Notice of Violations:* The bidder shall be responsible for taking corrective action in response to any notices of violations issued as a result of the bidder or any sub-contractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to MHTC.
- ## **2.6 Changes, Additions, Deductions and Extra Work:**
- 2.6.1 Upon proper action by the Commission Representative, MHTC may authorize changes, additions or deductions from the work to be performed by written notice to the contractor.
- 2.6.2 No extra work shall be done or any obligation incurred except upon written order by the Commission Representative. If any change causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Commission Representative shall make an equitable adjustment and modify the contract in writing through the use of a supplemental to the contract.
- 2.6.3 The Commission Representative reserves the right to direct additional services not described in the bid document as changed or unforeseen conditions may require. Such direction by the Commission Representative shall not be a breach of the Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the contractor performing the additional or changes services, or incurring any additional cost therefore.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “**RFB 5-150317DP Copy Machine Maintenance Service**”.

3.1.2 All bids must be received at the following address no later than March 17, 2015 at 2:00 p.m., Local Time.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Dee Pardue

P.O. Box 270, Jefferson City, MO 65102 *Mailing Address*

830 MoDOT Drive, Jefferson City, MO 65109 *Physical Address*

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the 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 time specified for the opening of bids.

3.1.4 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 five (5) working days prior to the official bid opening date.

3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Contract Award – The contract will be awarded to the lowest responsive bidder on an “All or None” basis determined as specified above.

3.1.7 The MHTC reserves the right to reject any or all bids and no award is final until formally approved by the MHTC.

a. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGE

4.1 COPY MACHINE MAINTENANCE SERVICE – The bidder shall provide firm, fixed prices in the table below for the original contract period providing the deliverables in accordance with the provisions and requirements of this RFB. All costs (including freight) associated with providing the required deliverables/services shall be included in the prices stated below.

Item #	Description	Original Contract Period, <i>Firm, Fixed Price</i>
001	Monthly Maintenance Cost based on 400,000 copies per month for two Canon IR 110 Copiers	\$ _____ per month
002	Overage Rate Based for one (1) 8 ½” x 11” copy size	\$ _____ per copy

4.2 Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **current contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the current contract period.

1st Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.
2nd Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.
3rd Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.

Signature

Date

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

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

<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

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer *Copy Machine Maintenance Services* listed in the attached “**Request for Bid 5-150317DP**” for sale to these local political entities at the same bid price offered to this Department.

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

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

YES _____ NO _____

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

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

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.

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

- 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.

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Insurance

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

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

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

Prohibition Of Employment Of Unauthorized Aliens:

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