

BID FORM

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

| | |
|-------------|----------------|
| REQUEST NO. | 5-150414KH |
| DATE | March 27, 2015 |
| | |

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

April 14, 2015 at 2:00 PM, Central Standard 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
Various MoDOT Locations

| | | | |
|---------------------|--|-------------------------|--------------|
| BUYER: | Kristi Hixson, Sr. General Services 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 **First Aid, Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Training Services** for a contract period from date of award through April 30, 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 **First Aid, CPR and AED Training Services** with an effective contract period from date of award through April 30, 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 April 14, 2015, 2:00 p.m. Central Standard 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 First Aid, CPR and AED Training 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 Pages
 - 5) Exhibits
 - 6) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The bidder shall provide First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) training to staff of the Missouri Department of Transportation at multiple MoDOT locations throughout the state (Exhibit A), in accordance with the provisions and requirements stated herein. First Aid, CPR and AED training must be provided as one training session.
- 2.1.2 The bidder's training must be in accordance with the most recent guidelines of the American Red Cross, National Safety Council, American Heart Association or equivalent.
- 2.1.3 The bidder shall provide the services on an as needed, if needed basis. MoDOT does not guarantee any usage of the contract whatsoever.
- 2.1.4 The bidder shall perform all services to the sole satisfaction of MoDOT.
- 2.1.5 MoDOT reserves the right to obtain "like or similar" services as specified herein from other providers, exclusive of the contract, when use of such services is deemed in the best interest of MoDOT.

2.2 Specific Requirements

- 2.2.1 The bidder shall conduct training session(s) at various MoDOT locations as listed on the Pricing Pages or other agreed upon locations throughout the state.
- 2.2.2 Training sessions shall be scheduled at least 14 days in advance. The actual scheduling of the training sessions shall be mutually agreed upon between MoDOT and the bidder.
 - a. MoDOT shall have the right to modify or cancel a scheduled training session without incurring any liability, financial or otherwise, by providing the bidder with notice at least 2 calendar days prior to the date of the training session.
- 2.2.3 The bidder must conduct the training between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays.
- 2.2.4 If the bidder utilizes training materials (manuals, handouts, etc.), the bidder must submit a copy of all such training materials to MoDOT prior to the date of the scheduled training so MoDOT may review the training materials for errors, inappropriate material, and adherence to the objectives.
 - a. If the bidder's training materials are approved by MoDOT, the bidder shall provide a complete set of such training materials to each trainee. The trainee shall be allowed to retain all training materials.
 - b. The bidder shall obtain copyright and other permissions necessary for public use of protected training materials. Proof of copyright and other permissions must be presented to MoDOT if requested. The bidder shall indemnify MoDOT for legal causes of action related to inappropriate use or fraudulently obtained permission of use of any and all training materials.
 - c. All training materials must be neatly typed and clearly printed.
- 2.2.5 The bidder shall consult with and obtain MoDOT's approval prior to finalizing the curriculum and content for the training sessions.

- a. The bidder shall provide CPR Certification Cards to all students.
- 2.2.6 To the extent available, MoDOT will provide and make available for the bidder's use, technological resources, equipment, technical support, materials, and supplies required for the training. However, the bidder shall provide, or arrange for the provision of, any technological resources, equipment, technical support, materials, and supplies needed by the bidder to conduct the training but not available to MoDOT.
- 2.2.7 MoDOT will supply registration and attendance rosters to the bidder. The bidder shall ensure the students sign the registration sheet at the start of the training and provide to MoDOT at the end of the training.
- 2.2.8 The bidder shall develop an evaluation form, subject to the approval of MoDOT. Following the completion of each training session, the bidder shall administer the evaluation form to each student.
- a. The bidder must provide a copy of all completed evaluation forms to MoDOT on the day of the training.
 - b. The bidder is advised that the information on the evaluation forms will be utilized to assist MoDOT in determining whether the training session meets the needs and expectation of MoDOT and the students. If modification of the content of a training session is deemed necessary, the bidder shall make such modification in cooperation with and with the approval of MoDOT.
- 2.2.9 The bidder shall be responsible for coordination of all the bidder's travel, lodging, meals and other related arrangements.

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 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 April 30, 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 The successful vendor will be required to enter into a written contract agreement with the Missouri Highways and Transportation Commission (MHTC). The vendor agrees to accept the terms and conditions as stated in this bid. See Exhibit C for a sample copy of the contract agreement.
- 2.4.3 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.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**First Aid, CPR and AED Training 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 Additional Information to Submit. In addition to the required forms, the bidder should supply the following information with the bid:
- a. Explanation of how the training sessions will be conducted. Attach a sample of training.
 - b. Attach a sample of the training manual/handouts.
 - c. State the minimum and maximum students per session.
- 3.1.4 Certifications. Submit certifications, licenses, or any other information that will document the 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.
- 3.1.6 Contract Award. Award will be made to lowest bid by location. See Exhibit A for addresses of training locations.

PRICING PAGES

| Northwest District | Fixed Rate for First Aid, CPR and AED Training/per student |
|---|---|
| St. Joseph – District Office | |
| Bethany Maintenance Building | |
| Chillicothe Maintenance Building | |
| Maryville Maintenance Building | |
| Trenton Maintenance Building | |

Fixed Rate for First Aid, CPR and AED Train-the-Trainer training (will be held at district office)
\$_____ per student.

Provide a listing of other safety-related training services provided by bidding firm (to include but not limited to a description of the training, all costs associated and an outline what is included in the training). (Examples: infant child CPR training, bloodborne pathogen training, defensive driving training, confined space entry training, OSHA trainings, other safety-related training). Attach additional sheets if needed.

Company_____

Signature_____

PRICING PAGES (continued)

| Northeast District | Fixed Rate for First Aid, CPR and AED Training/per student |
|------------------------------------|---|
| Hannibal – District Office | |
| Kahoka Maintenance Building | |
| Macon Maintenance Building | |
| Paris Maintenance Building | |
| Troy Maintenance Building | |

Fixed Rate for First Aid, CPR and AED Train-the-Trainer training (will be held at district office)
\$_____ per student.

Provide a listing of other safety-related training services provided by bidding firm (to include but not limited to a description of the training, all costs associated and an outline what is included in the training). (Examples: infant child CPR training, bloodborne pathogen training, defensive driving training, confined space entry training, OSHA trainings, other safety-related training). Attach additional sheets if needed.

Company_____

Signature_____

PRICING PAGES (continued)

| Kansas City District | Fixed Rate for First Aid, CPR and AED Training/per student |
|------------------------------------|--|
| Lee's Summit – District Office | |
| Harrisonville Maintenance Building | |
| Kansas City Maintenance Building | |
| Marshall Maintenance Building | |
| Nashua Maintenance Building | |
| Odessa Maintenance Building | |
| Warrensburg Maintenance Building | |

Fixed Rate for First Aid, CPR and AED Train-the-Trainer training (will be held at district office)
 \$_____ per student.

Provide a listing of other safety-related training services provided by bidding firm (to include but not limited to a description of the training, all costs associated and an outline what is included in the training). (Examples: infant child CPR training, bloodborne pathogen training, defensive driving training, confined space entry training, OSHA trainings, other safety-related training). Attach additional sheets if needed.

Company_____

Signature_____

PRICING PAGES (continued)

| Central District/Central Office | Fixed Rate for First Aid, CPR and AED Training/per student |
|---|---|
| Jefferson City – District Office Jefferson City – Central Office | |
| Boonville Maintenance Building | |
| Columbia Maintenance Building | |
| Cuba Maintenance Building | |
| Fulton Maintenance Building | |
| Lebanon Maintenance Building | |
| Rolla Maintenance Building | |

Fixed Rate for First Aid, CPR and AED Train-the-Trainer training (will be held at district office)
\$ _____ per student.

Provide a listing of other safety-related training services provided by bidding firm (to include but not limited to a description of the training, all costs associated and an outline what is included in the training). (Examples: infant child CPR training, bloodborne pathogen training, defensive driving training, confined space entry training, OSHA trainings, other safety-related training). Attach additional sheets if needed.

Company _____

Signature _____

PRICING PAGES (continued)

| St. Louis District | Fixed Rate for First Aid, CPR and AED Training/per student |
|------------------------------------|--|
| Chesterfield – District Office | |
| Bellefontaine Maintenance Building | |
| Beaufort Maintenance Building | |
| Festus Maintenance Building | |
| Wentzville Maintenance Building | |

Fixed Rate for First Aid, CPR and AED Train-the-Trainer training (will be held at district office)
 \$ _____ per student.

Provide a listing of other safety-related training services provided by bidding firm (to include but not limited to a description of the training, all costs associated and an outline what is included in the training). (Examples: infant child CPR training, bloodborne pathogen training, defensive driving training, confined space entry training, OSHA trainings, other safety-related training). Attach additional sheets if needed.

Company _____

Signature _____

PRICING PAGES (continued)

| Southwest District | Fixed Rate for First Aid, CPR and AED Training/per student |
|--------------------------------------|---|
| Springfield – District Office | |
| Clinton Maintenance Building | |
| Joplin Maintenance Building | |
| Monett Maintenance Building | |
| Nevada Maintenance Building | |
| Ozark Maintenance Building | |
| Stockton Maintenance Building | |
| Warsaw Maintenance Building | |

Fixed Rate for First Aid, CPR and AED Train-the-Trainer training (will be held at district office)
 \$_____ per student.

Provide a listing of other safety-related training services provided by bidding firm (to include but not limited to a description of the training, all costs associated and an outline what is included in the training). (Examples: infant child CPR training, bloodborne pathogen training, defensive driving training, confined space entry training, OSHA trainings, other safety-related training). Attach additional sheets if needed.

Company_____

Signature_____

PRICING PAGES (continued)

| Southeast District | Fixed Rate for First Aid, CPR and AED Training/per student |
|--|---|
| Sikeston – District Office | |
| Houston Maintenance Building | |
| Jackson Maintenance Building | |
| Malden Maintenance Building | |
| Park Hills Maintenance Building | |
| Poplar Bluff Maintenance Building | |
| Willow Springs Maintenance Building | |

Fixed Rate for First Aid, CPR and AED Train-the-Trainer training (will be held at district office)
 \$ _____ per student.

Provide a listing of other safety-related training services provided by bidding firm (to include but not limited to a description of the training, all costs associated and an outline what is included in the training). (Examples: infant child CPR training, bloodborne pathogen training, defensive driving training, confined space entry training, OSHA trainings, other safety-related training). Attach additional sheets if needed.

Company _____

Signature _____

PRICING PAGES (continued)

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*

Company _____

Signature _____

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

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 **First Aid, Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Training** listed in the attached "Request for Bid" 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 **First Aid, CPR and AED Training** 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.)

EXHIBIT A

MoDOT LOCATIONS FOR TRAININGS

| | | |
|--|----------------------------------|--------------------------|
| Northwest District | | |
| St. Joseph – District Office | 3602 N. Belt Highway | St. Joseph, MO 64506 |
| Bethany Maintenance Building | 3101 Miller Street | Bethany, MO 64424 |
| Chillicothe Maintenance Building | 1301 Mitchell Avenue | Chillicothe, MO 64601 |
| Maryville Maintenance Building | 28320 250 th Street | Maryville, MO 64468 |
| Trenton Maintenance Building | 230 East Highway 6 | Trenton, MO 64683 |
| Northeast District | | |
| Hannibal – District Office | 1711 South Highway 61 | Hannibal, MO 63401 |
| Kahoka Maintenance Building | Route 3, Box 45A | Kahoka, MO 63445 |
| Macon Maintenance Building | 26988 US Highway 63 | Macon, MO 63552 |
| Paris Maintenance Building | 25191 Business Hwy 24 | Paris, MO 65275 |
| Troy Maintenance Building | 121 Francis Drive | Troy, MO 63379 |
| Kansas City District | | |
| Lee’s Summit – District Office | 600 NE Colbern Road | Lee’s Summit, MO 64086 |
| Harrisonville Maintenance Building | 27821 S. Street Highway 7 | Harrisonville, MO 64701 |
| Kansas City Maintenance Building | 9101 E. 40 th Terrace | Kansas City, MO 64133 |
| Marshall Maintenance Building | 1595 West Arrow Street | Marshall, MO 65340 |
| Nashua Maintenance Building | 1910 NW Cookingham | Kansas City, MO 64155 |
| Odessa Maintenance Building | 7353 Outer Road | Odessa, MO 64076 |
| Warrensburg Maintenance Building | 660 NE 375 | Warrensburg, MO 64093 |
| Central District/Central Office | | |
| Jefferson City – District Office | 1511 Missouri Blvd, | Jefferson City, MO 65109 |
| Jefferson City – Central Office | 105 West Capitol Avenue | Jefferson City, MO 65102 |
| Boonville Maintenance Building | 16803 Highway 5 | Boonville, MO 65233 |
| Columbia Maintenance Building | 4201 Paris Road | Columbia, MO 65202 |
| Cuba Maintenance Building | 7149 Old Highway 66 | Cuba, MO 65453 |
| Fulton Maintenance Building | 4975 County Rd 304 | Fulton, MO 65251 |
| Lebanon Maintenance Building | 1120 Ivey Lane | Lebanon, MO 65536 |
| Rolla Maintenance Building | 351 Salley Road | Rolla, MO 65401 |

| | | |
|-------------------------------------|-----------------------------|--------------------------|
| St. Louis District | | |
| Chesterfield – District Office | 1590 Woodlake Drive | Chesterfield, MO 63017 |
| Bellefontaine Maintenance Building | 10601 Lewis & Clark Blvd #C | St. Louis, MO 63136 |
| Beaufort Maintenance Building | 6697 Route 185 | Beaufort, MO 63013 |
| Festus Maintenance Building | 1000 Airport Road | Festus, MO 63028 |
| Wentzville Maintenance Building | 1211 Granville Drive | Wentzville, MO 63385 |
| Southwest District | | |
| Springfield – District Office | 3025 East Kearney Street | Springfield, MO 65803 |
| Clinton Maintenance Building | 1047 Gaines Drive | Clinton, MO 64735 |
| Joplin Maintenance Building | 2800 Stephens | Joplin, MO 64804 |
| Monett Maintenance Building | 4478 W. Highway 60 | Monett, MO 65708 |
| Nevada Maintenance Building | 601 West Outer Road North | Nevada, MO 64772 |
| Ozark Maintenance Building | 1810 Selmore Road | Ozark, MO 65721 |
| Stockton Maintenance Building | 509 W. Highway 32 | Stockton, MO 65785 |
| Warsaw Maintenance Building | 1551 East Main Street | Warsaw, MO 65355 |
| Southeast District | | |
| Sikeston – District Office | 2675 N. Main Street | Sikeston, MO 63801 |
| Houston Maintenance Building | 1540 N. Highway 63 | Houston, MO 65483 |
| Jackson Maintenance Building | 200 State Highway Y | Jackson, MO 63755 |
| Malden Maintenance Building | 4005 North Douglas Street | Malden, MO 63863 |
| Park Hills Maintenance Building | 2240 Conway Road | Park Hills, MO 63601 |
| Poplar Bluff Maintenance Building | 2568 Highway 67 North | Poplar Bluff, MO 63901 |
| Willow Springs Maintenance Building | 3952 East Main Street | Willow Springs, MO 65793 |

EXHIBIT B

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

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

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

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

CCO Form: GS09
Approved: 07/05 (BDG)
Revised: 05/14 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONTRACT SERVICES AGREEMENT**

THIS AGREEMENT is entered into by (Contractor's Name) (hereinafter, "Contractor") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission has selected the Contractor to perform professional services in the nature of First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) training; and

WHEREAS, the Contractor represents that it is qualified in its field of expertise to competently provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing all personnel and the equipment, material and all other things necessary for First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) training.

(B) The specific services to be provided by the Contractor are set forth in Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement, also referenced in RFB 5-150414KH. In addition, the Contractor shall comply with Exhibit II to this Agreement, titled "General Terms and Conditions and Special Terms and Conditions," which is attached hereto and made part of this Agreement.

(C) Components of Agreement: The Agreement between MHTC and the Contractor shall consist of: the RFB 5-150414KH and any written amendments thereto, the proposal submitted by the Contractor in the response to the RFB 5-150414KH and this Agreement.

(2) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission shall not be a breach of this Agreement. In

this event, a supplemental agreement will be negotiated and executed prior to the Contractor performing the additional or changed services, or incurring any additional cost therefore.

(3) NONSOLICITATION: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(4) FEES: The amount to be paid to the Contractor by the Commission as full remuneration for the performance of all services called for in this Agreement is _____ dollars (\$___), which is shown in Exhibit III, "Pricing Page", attached hereto and made a part of this Agreement.

(5) NONDISCRIMINATION CLAUSE: 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 the 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.*).

(6) 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.

(A) 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.

(B) 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.

(7) INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraph 6 of this Agreement 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.

(8) DISPUTES UNDER THIS AGREEMENT: The Commission's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Contractor and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Contractor, whether claims under this Agreement or otherwise. The Commission representative's decisions shall be conclusive, binding and incontestable.

(9) SUCCESSORS AND ASSIGNS: The Commission and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(10) INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under this Agreement.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) AUDIT OF RECORDS: The Contractor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Contractor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(14) CONFIDENTIALITY: The Contractor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Contractor shall notify the Commission immediately of any request for such information.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Contractor.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Contractor and the Commission.

(17) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(18) BANKRUPTCY: 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 this Agreement or affirm this Agreement and hold the Contractor responsible for damages.

(19) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the Commission 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.

(20) COMMISSION REPRESENTATIVE: The Commission's (Authorized Person) 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.

(21) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(22) LAW OF MISSOURI TO GOVERN: This Agreement 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 relating to the performance of this Agreement.

(23) CONTRACT PERIOD: The initial contract period is from Notice to Proceed to April 30, 2016.

(24) RENEWAL INFORMATION: The contract shall not bind, not purport to bind, the Commission for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the contract for three (3) one-year periods, or any portion thereof. In the event that the Commission exercises its options to extend the contract, such extension must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Contractor and the Commission.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Contractor the _____ day of _____, 20____.

Executed by the Commission the _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

Title: _____

ATTEST:

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

By _____

Title: _____

ATTEST:

Title: _____

APPROVED AS TO FORM:

Title: _____

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
Standard Bid/Proposal 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.

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.

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

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

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 B.

- 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.