



# MISSOURI DEPARTMENT OF TRANSPORTATION SOUTHEAST DISTRICT - SIKESTON SOLICITATION GUIDELINES AND DOCUMENTATION

## REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JANUARY 15, 2014	<b>RESPONSES DUE NO LATER THAN:</b> WEDNESDAY, <b>FEBRUARY 12, 2014</b> @ 1:00 PM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
CONTRACT SERVICE PERIOD: MARCH 1, 2014 THROUGH FEBRUARY 28, 2015	<b>REQUEST # SE14-B477-RJ</b>  THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: TAMMY BAKER SENIOR PROCUREMENT AGENT PHONE NUMBER: 573-472-5369 EMAIL: TAMMY.BAKER@MODOT.MO.GOV
Mailing Address: <b>No RFB RESPONSES ACCEPTED BY FAX</b> MoDOT – Southeast District Procurement P. O. Box 160 Sikeston, MO 63801		Delivery Location(s): Missouri Department of Transportation Southeast District Office Complex 2675 N. Main Sikeston, MO 63801

### Scope of Service

- (A) **Request for Bid (RFB):** This document constitutes a RFB from qualified organizations to provide Janitorial services to the Southeast District Office Complex of the Missouri Department of Transportation (MoDOT) at the service location detailed herein.
- (B) **Contract Period:** March 1, 2014 through February 28, 2015. MoDOT reserves the right to terminate this service contract at any time, if the contractors fail to comply with the requirements and specifications stated herein and an agreement to resolve the performance issue(s) cannot be reached between MoDOT and the Contractor.
- (C) **Renewals:** MoDOT shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, excepting any revisions, which may be agreed to by all parties involved prior to entering into a renewal agreement.
- (D) **Tour of Building:** Potential Bidders are strongly encouraged to attend the tour of the building being offered beginning at 9:00 AM on Friday, January 31, 2014, at the Southeast District Office Complex – 2675 N. Main, Sikeston, Missouri. The purpose of the tour is to allow potential Bidders an opportunity to inspect the building prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.**
- (E) **Pre-Bid Conference:** Following the scheduled tour of the buildings on January 31, 2014, a pre-bid conference regarding this RFB will be held at 10:00 AM, at the Southeast District Office Complex – 2765 N. Main, Sikeston, Missouri. All potential Bidders are strongly encouraged to attend this conference, since information relating to this RFB will be discussed and reviewed in detail. Bidders should bring a copy of this RFB document with them to the meeting, since it will be used as the agenda for the pre-bid conference.
- (F) **Attendance:** An attendance record for the tour of buildings and pre-bid conference will be kept. Attendance at the tour of buildings or the pre-bid conference is not mandatory. However, each Bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site conditions, facilities, to be familiar with any existing factors, or items that may affect or impact on the performance of service described and required by the contractual requirements outlined within this RFB. The Bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the Bidder's failure to observe existing conditions of the facilities or to be fully familiar with all terms, conditions, requirements or specifications of the RFB document.
- (G) **RFB Schedule of Events:** The following RFB Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed.

MoDOT reserves the right at its sole discretion to alter this schedule, as it deems necessary, without any notification to the Bidders, **except** for changes to the deadline date/time for submitting bids.

Event	Date
MoDOT Issues RFB	January 15, 2014
Tour of building	January 31, 2014 from 9:00 am to 10:00 am
Pre-Bid conference	January 31, 2014 from 10:15 am to 11:00 am
MoDOT will issue addendums/responses as a follow-up to any comments/issues raised at the pre-bid conference.	On or before February 5, 2014 no later than 1:00 pm
Response deadline for submitting RFB responses	February 12, 2014 at 1:00 pm
MoDOT will issue a recommendation of award, publish the tabulation sheet and communicate with successful bidder.	On or before February 14, 2014
Contract effective date	March 1, 2014
First date services are to be performed	March 3, 2014

- (H) **Posting:** This RFB, any related addendums including relevant questions or comments received during the bid process, building tour, or pre-bid conference, or other documents will be posted on-line for vendors to retrieve at:  
[http://www.modot.org/business/contractor\\_resources/g\\_s\\_bidding/D10/D10commodities.htm](http://www.modot.org/business/contractor_resources/g_s_bidding/D10/D10commodities.htm)
- (I) **Clarification of Requirements:** All questions regarding specifications, requirements, the competitive procurement process, or any other questions must be directed to Tammy Baker, Sr. Procurement Agent at MoDOT, SE District Office Complex, 2675 N. Main, Sikeston, MO 63801, by calling (573) 473-5369 (Monday-Friday, 7:30 am – 4:00 pm), or be emailing [tammy.baker@modot.mo.gov](mailto:tammy.baker@modot.mo.gov).
- (J) **Response Deadline:** All bids must be received not later than 1:00 PM, CST, February 12, 2014, in the Procurement Office at the MoDOT Southeast District Office Complex located at 2675 N. Main, Sikeston, MO 63801.
- (K) **Services:**
- The Contractor shall perform all janitorial services required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean and sanitary environment for the building, the buildings' content, and the buildings' tenants.
  - The Contractor shall provide services for all areas of the Southeast District Office Complex. The areas to be serviced are all occupied areas consisting of Office Complex areas, hallways, break room, an elevator, restrooms, and the foyer. Locked door areas will not be cleaned, unless otherwise directed by a MoDOT representative. The contractor shall understand and agree at any time during the effective period of the contract, MoDOT reserves the rights to add, change, or remove areas of the building for which the Contractor shall provide services. In such an event, payment to the Contractor shall be adjusted as specified in the Invoicing and Payment Requirements section of this document by the amount of square footage being added, changed, or removed.
  - Work schedule** – The hours identified are:
    - Daily Requirements are to be performed on Wednesday evening between the hours of 5:00 PM and 6:00 AM.**
    - Weekly, Monthly, and Quarterly Requirements are to be performed between the hours of 5:00 PM on Friday and 6:00 AM on Monday.**

Work outside of these hours or days (such as over a weekend on an occasional basis to accomplish a "deeper cleaning" task, such as some of the quarterly, semi-annual or annual requirements) may be accomplished with MoDOT approval and by pre-arrangement with a MoDOT representative, to ensure providing such services at the requested times will not conflict with other activities in the headquarters complex. Seventy-two (72) hours prior to their performance, the Contractor shall provide MoDOT with notification of the beginning/completion dates for any quarterly, semi-annual or annual tasks.
  - Estimated Square Footage** – The Contractor shall provide janitorial services for approximately 34,627 total square feet for the 1<sup>st</sup> and 2<sup>nd</sup> floors, including Office Complex areas, hallways, break rooms, and restrooms. The total square footage broken down by floor type is as follows: vinyl tile 2,647 sq. ft., ceramic tile 1,058 sq. ft., hard wood floor 264 sq. ft, carpet 30,658 sq. ft. There is an additional 2, 780 sq. ft. that will not be included in the contract.
- (L) **Equipment and Supply Requirements:**
- The Contractor must furnish and maintain, in good repair, all equipment, including, but not limited to, mops, brooms, commercial grade vacuums, etc., and any other equipment necessary to perform the requirements of the contract. Additionally, the Contractor shall furnish all cleaning supplies and chemicals, including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc.
  - The Contractor shall only use environmentally preferable products in the performance of the services required herein unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the Contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such environmentally preferable products may be considered breach of contract.
  - Disinfectant must be a hospital grade disinfectant that kills fungus, viruses, and bacteria and must have organic soil tolerance.
  - The Contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surface on which they shall be applied.
  - The Contractor shall provide material Safety Data Sheets for each product or chemical they intend to use in any MoDOT facility, at least seventy-two (72) hours prior to that product or chemical being used. The Contractor must maintain a file of the Material Safety Data Sheets on the inside of the door in the janitorial closet in the building where the product or chemical is to be stored. Material Safety Data Sheets shall remain the property of MoDOT.
  - MoDOT will supply toilet tissue, paper towels, trash can liners, liquid soap and sanitary liners. The Contractor is responsible for placing these items in their respective receptacles.
  - There will be a designated closet/area in the building for the Contractor's use to store supplies and equipment.

(M) **Daily**

Daily requirements shall be performed one (1) evening each week on Wednesday during the hours of 4:00 p.m. through 5:00 a.m. Thursday.

**Floors**

- Vacuum all carpet from wall to wall, (excluding locked offices) including all entrance/exit mats and elevator.
- Sweep all hard surface floors using treated brooms or dust mops.
- Wet mop all hard surface floors, to give a clean and satisfactory appearance.
- All floors must be maintained so as to provide an anti-slip walking condition.

**Restrooms**

- Sweep floors and wet mop all restroom floors using a disinfectant.
- Disinfect all restroom surfaces including toilet bowls and seats, urinals, hand basins, counter tops, and walls around restroom fixtures.
- Clean all mirrors, chrome pipes and fittings.
- Refill/Replace, as necessary, toilet tissue, paper towels, trash can liners, liquid soap and sanitary liners.

**Glass**

- All Entrance door glass cleaned both interior and exterior.

**Receptacles**

- Empty all wastepaper baskets, trash, and disposal containers. Replace plastic liners and/or wash wastebaskets, as needed or requested. Place refuse in designated dumpster. Place recycled paper/plastic in appropriate secured containers.

(N) **Weekly**

Weekly requirements shall be performed each weekend during the hours of Friday 4:00 p.m. through Monday 5:00 a.m.

**Floors**

1. Vacuum all carpet from wall to wall, (excluding locked offices) including all entrance/exit mats and elevator.
2. Sweep all hard surface floors using treated brooms or dust mops.
3. Wet mop all hard surface floors, to give a clean and satisfactory appearance.
4. All floors must be maintained so as to provide an anti-slip walking condition.

**Restrooms**

1. Sweep floors and wet mop all restroom floors using a disinfectant.
2. Disinfect all restroom surfaces including toilet bowls and seats, urinals, hand basins, counter tops, and walls around restroom fixtures.
3. Clean all mirrors, chrome pipes and fittings.
4. Refill/Replace, as necessary, toilet tissue, paper towels, trash can liners, liquid soap and sanitary liners.

**Glass**

1. Clean all Entrance door glass cleaned both interior and exterior.

**Break rooms**

1. Wash and disinfecting all hard surfaces, cleaning all coffeemakers and washing any dishes left in the sinks.
2. Clean the fronts and sides of all refrigerators and ice machines.
3. Clean and disinfect microwaves.
4. Clean all tables and chairs located in the break room.

**Receptacles**

1. Empty all wastepaper baskets, trash, and disposal containers. Replace plastic liners and/or wash wastebaskets, as needed or requested. Place refuse in designated dumpster. Place recycled paper/plastic in appropriate secured containers.
2. Remove full large recycle bins, place recycle bins in the pick-up location, and replace with empty recycle bins.
3. Dispose of large trash items not located in trash receptacles (but only when clearly marked as trash).

**Dusting**

1. Dust and polish tables and desks in reception areas and foyers.
2. Dust and polish all tables in conference/training rooms.

**Miscellaneous**

1. Clean and Disinfect all handrails, doorknobs and levers.
2. Clean all elevator walls and both sides of elevator doors.
3. Clean any and all stairwells.
4. Clean and disinfect all drinking fountains.
5. Spot clean all carpets as spots appear.
6. Clean janitorial closets after completion of the weekly tasks and before exiting the building.
7. The Contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties, which may arise from time to time as a result of accidental spilling of any Office materials or supplies.
8. Report all damage to MoDOT facilities or contents, as well as any injuries to any employees.

(O) **Monthly**

Monthly requirements shall be performed one (1) time per month, within the first ten (10) consecutive workdays of each month.

**Dusting**

1. Dust all vertical surfaces of Office furniture and equipment
2. Using a damp treated cloth, wipe all surfaces including, but not limited to, file cabinets, bookshelves, coat racks, etc. Only cubical desktop surfaces and any bookshelves with personal items would be excluded from this requirement.
3. Dust ledges, moldings and picture frames with treated cloths.
4. Clean switch plates and walls surrounding the switch plates.

(P) **Quarterly**

Quarterly requirements shall be performed one (1) time each quarter, prior to January 10, April 10, July 10, and October 10.

1. Clean and disinfect all walls and, doors, and doorframes.
2. Dust all baseboards.
3. Brush and spot clean fabric furniture.
4. Grout stains and soil to be removed from all tiled surfaces.
5. Machine scrub all restroom floors and clean stall partitions.

(Q) **Annual**

Annual requirements shall be performed "**As Needed/If Needed**" one (1) time each year, prior to October 10.

1. Deep Steam clean all carpet via wet extraction method. The Contractor must notify MoDOT at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning.
2. Strip and refinish all hard surface floors with two (2) coats of skid-proof wax (except for special hard surface tiles in restrooms and entrance).
3. Clean windows on inside of building. The Contractor must notify MoDOT at least seventy-two (72) hours in advance of window cleaning in order for building tenants to clear items from window ledge and provide a clear path to window. If window ledge is not emptied do NOT clean window.

**(R) Personnel Requirements:**

1. Working Supervisor: The contractor shall provide a working supervisor as a designated representative and have an alternate contact person available daily. MoDOT will require the address and telephone numbers of the contact person within (10) days of the award of the contract. This contact information must be kept up-to-date during the contract period. Designated contact persons must be available during normal business hours (7:30 am – 4:00 pm, Monday – Friday) for telephone conversations and/or meetings with personnel from MoDOT regarding the janitorial services. The Contractor's working supervisor shall, at a minimum be responsible for the following:
  - a. Inspect services performed each cleaning period and assuring all requirements are completed satisfactorily and acceptable to the standards established by MoDOT.
  - b. Supervise all of the Contractor's employees. Train and assign duties, as necessary.
  - c. Work with and maintain a positive working relationship with MoDOT employees, the tenants of the buildings, and any members of the general public they may come in contact with through the performance of these duties.
  - d. Coordinate with MoDOT's contact person regarding any problems encountered or for other directions or instructions regarding the scope of services or special circumstances, which may arise from time to time.
  - e. Ensure each of the Contractor's employees are appropriately dressed while on-site.
2. The Contractor's working supervisor designee must have the express authority to speak on behalf of the Contract and to make decisions on behalf of the Contractor.
3. The Contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.
4. The Contractor shall not use nor allow the Contractor's employees to use any MoDOT telephones and/or equipment in the building except for the beverage and snack vending machines.
5. The Contractor shall not adjust and/or use, nor allow the Contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e. radios, decorative accessories, etc.) or to adjust and/or use Office furniture utilized by MoDOT employees (i.e. chairs, desks, etc.) in personal Offices or workstations.
6. The contractor's personnel shall only be allowed in work areas to which they are assigned. The Contractor's personnel shall only take rest breaks in break rooms.
7. The Contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract.
8. MoDOT shall have the right to disapprove access to any building to any of the Contractor's employees for any reason.
9. MoDOT reserves the right to approve or disapprove appointment of any of the Contractor's employees to provide the required services. MoDOT also reserves the right to request replacement of any of the Contractor's employees. Unless the situation with the Contractor's employee(s) requires immediate replacement, MoDOT will attempt to give the contractor a minimum of fourteen (14) calendar days after notification to replace any unsatisfactory employee(s).

**(S) Security Requirements:**

1. The Contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping buildings locked while working on the premises.
2. The Contractor shall not be allowed to bring friends or family members of the Contractor's employees into MoDOT facilities. The Contractor shall ensure that only authorized employees of the contractor are permitted access to MoDOT facilities for the sole purpose of conducting janitorial duties only.
3. Employees of the Contractor shall not carry firearms or any other lethal weapons inside any MoDOT building.
4. When leaving the building, the Contractor shall ensure all doors are locked and all lights are turned off, except those lights specified to be left on. (Plus, in an effort to conserve energy and save utility costs, we request the Contractor's employees to turn off lights in any rooms they are not actively working in throughout their work shift.) If the buildings contain other security systems, the Contractor shall activate the system(s) according to instructions in order to protect the security of the building.
5. The Contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The Contractor must take care of and not lose any such keys and/or electronic cards nor shall those who are issued access cards be allowed to loan these keys/cards to anyone else. If additional keys are issued for lost keys, MoDOT will charge the Contractor \$35 per lost key. The Contractor shall not duplicate any of the keys and/or electronic cards issued to the Contractor. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the Contractor for such replacement, including keys and/or electronic cards held by the buildings tenants.
6. At the expiration/cancellation of the contract, the Contractor must surrender, all keys, and/or electronic cards originally

**(T) Invoicing and Payment Requirements:**

1. The Contractor shall submit an itemized monthly invoice, to the address stated below, for providing janitorial services in accordance with the provisions and requirements stated elsewhere herein. The Contractor must include the firm, fixed price per square foot, per month, contract number, location, and dates of service on each monthly invoice.

Missouri Department of Transportation  
Southeast District Office Complex  
P. O. Box 160  
2675 S. Main  
Sikeston, MO 63801
2. The contractor shall be paid the firm, fixed price per square foot per month, specified on the Pricing Page of this RFB for janitorial services actually provided, subject to any damages that may be charged to the Contractor, per the damage requirements stated elsewhere herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.
3. Other than the payments specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

**(U) Administration of Program**

1. The contractor shall consult MoDOT's representative regarding any problems involved with the administration of the services provided pursuant to this RFB.
2. MoDOT reserves the right to withhold payments (or a portion thereof) due the Contractor if work is not being completed according to the terms of the agreement or to MoDOT's satisfaction.

## PRICING PAGE

### Daily, Weekly, Monthly, and Quarterly Requirements

The Bidder shall provide a firm, fixed price per square foot per month, in the table below, for the original contract period in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the state prices.

***Do not include the Annual Requirements in your cost per square foot.***

Description	Initial 1-Year Contract Period
Janitorial Services as detailed within RFB # SE14-B477-RJ	\$_____ Per Square Foot, Per Month
<p>To determine the square foot price per month, the recommended method is to analyze the work, equipment, labor, and profit amount you will need in order to perform this service and to figure what your monthly flat rate will be. Then, divide that monthly flat rate fee by 34,627 square feet (as detailed in section (K) item # 4 of this RFB document) to get the per square foot per month unit price to enter above.</p> <p><b>FOR EXAMPLE PURPOSES ONLY</b> (and <b>not</b> as a reflection of what your bid should be): If you would need to collect \$2,000.00 per month for services provided under this contract, you would divide 2000 by 34,627 to arrive at bid price of \$0.057758 per square foot, per month.</p>	

### Annual Requirement “As Needed/If Needed”

The Bidder shall provide a firm, fixed price for completion of the tasks that are listed, in the table below, for the original contract period in accordance with the provisions and requirements specified herein. All costs associated with providing the required service(s) shall be included in the stated prices. These services will be on an As Needed/If Needed basis.

Description	Initial 1-Year Contract Period
Deep Steam Carpets as detailed within RFB # SE14-B477-RJ, Section (Q) Annual. Approximately 30,658 sq ft	\$_____ Per Square Foot, Per Job
Strip and refinish all hard surface floors as detailed within RFB # SE14-B477-RJ, Section (Q) Annual. Approximately 2, 647 sq ft	\$_____ Per Square Foot, Per Job
Clean windows inside of building as detailed within RFB # SE14-B477-RJ, Section (Q) Annual. Approximately 34,627 sq ft	\$_____ Per Square Foot, Per Job

**RENEWAL OPTION PRICING:** The pricing bid above for any purchases must remain firm until February 28, 2015 at which time up to two additional one-year contract extensions may be granted. Specify the maximum percentage increase for each renewal period in the spaces provided below. The vendor is cautioned that the percentages shall be computed against the ORIGINAL contract price above for each renewal period. If the spaces provided for renewal percentages are blank or not complete renewal prices shall be the same as during the original contract period.

**Daily, Weekly, Monthly, and Quarterly Janitorial Services as detailed within RFB #SE14-B477-RJ**

1<sup>st</sup> Year %:

2<sup>nd</sup> Year %:

**Deep Steam Carpets as detailed within RFB # SE14-B477-RJ, Section (Q) Annual**

1<sup>st</sup> Year %:

2<sup>nd</sup> Year %:

**Strip and refinish all hard surface floors as detailed within RFB # SE14-B477-RJ, Section (Q) Annual.**

1<sup>st</sup> Year %:

2<sup>nd</sup> Year %:

**Clean windows inside of building as detailed within RFB # SE14-B477-RJ, Section (Q) Annual.**

1<sup>st</sup> Year %:

2<sup>nd</sup> Year %:

**VENDOR NAME:**

(Please enter your company name in this block)

**SPECIAL TERMS AND CONDITIONS**

**Award**

The successful bid will be decided using objective analysis and subjective judgment in determining the best value for MoDOT. Award and/or Multiple Award will be made to the most responsive and responsible bidder(s) whose bid is determined to be the most advantageous to MoDOT, taking into consideration all evaluation factors.

Experience and reliability of the bidder's organization will be considered in the evaluation for awarding this contract. Therefore, the bidder is advised to submit adequate information to document successful and reliable experience in past performance. A minimum of 4 references must be submitted with bid. Include company name, address, phone, contact person and their title, total number of square feet cleaned and description of cleaning service.

Best Value to be determined by the following criteria.

- a. Cost
- b. Experience
- c. Qualifications

The Missouri Department of Transportation reserves the right to reject any bid received as unacceptable for reasons which may include but not necessarily limited to: 1.) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past five (5) years; and/or 2.) failure by the bidder to demonstrate familiarity with the physical layout and condition of the buildings to be cleaned.

The Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for any addendums and tabulation/award results.

### **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 **\$1,000,000** 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 \$1,000,000 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.

Upon notification of award, the Contractor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any purchase order or notice to proceed by MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation will result in his/her bid/quote being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation  
Southeast District Office Complex  
P. O. Box 160  
2675 N. Main  
Sikeston, MO 68301

### **Subcontracting**

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 MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work. 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. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order or Notice To Proceed issued.

### **E-Verify**

If the total project cost for this RFB exceeds \$5,000, the awarded vendor will have to comply with the requirements of, complete the necessary forms, and provide the appropriate documents related to the federal E-Verify program.

## **VENDOR NOTES**

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

**MoDOT purchase orders must be issued to the invoicing company (“Remit To”) address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).**

**All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses may be mailed, or hand-delivered.**



# 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 Office 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 Office Complex or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Office Complex 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:

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

### Veteran Information

### Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business
_____	_____

**Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.**

#### **Tax Exempt Status**

The Missouri Highways and Transportation Commission (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.

#### **Right of Acceptance/Rejection**

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

#### **General Performance**

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

#### **Invoicing and Payment**

Each 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 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. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Inspection and Acceptance**

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

#### **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 Office Complex 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the 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.

**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 Office Complex, 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.

It is not necessary for bidders to return these forms until requested. After all responses to this solicitation are received and reviewed, MoDOT will contact the awarded vendor to request a copy of a completed E-Verify Memorandum of Understanding (from the link below) along with a completed Signature and Identity of Bidder form and the appropriate affidavit form from the following pages.

### **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](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.

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.

### **ADDITIONAL INFORMATION FOR VENDORS:**

To begin participation in the federal program takes some time on the internet (at the link above). Once the registration, tutorial and test on this site is passed, an electronically signed Memorandum of Understanding verifying program participation will be given. **Documentation of E-Verify participation will be requested by MoDOT, when applicable. Therefore, it is important that the vendor prints the Memorandum of Understanding (MOU) and keeps a copy for their use in this, as well as future RFB submissions.**

A vendor may submit **EITHER** a page from the E-Verify MOU listing the vendor's name and the MOU signature page completed and signed, at a minimum, by the vendor and Department of Homeland Security – Verification Division (electronic signature is acceptable) **OR** the E-Verify Employment Eligibility Verification (EEV) page. If the signature page of the MOU lists the vendor name and company ID, then no additional pages of the MOU are required. A vendor can obtain a copy of the EEV page by accessing the vendor's "Maintain Company" page in E-Verify and printing the screen.

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual                                      ( ) partnership                                      ( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

\_\_\_\_\_  
(If using a fictitious name, show  
this name above in addition  
to legal names)

\_\_\_\_\_  
(If a corporation, show its name above)

ATTEST:                      (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of

State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

**IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS SOLICITATION.**

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

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

\_\_\_ a United States citizen. \_\_\_ an alien lawfully admitted for permanent residence.

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires:

**IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP,  
THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH  
YOUR RESPONSE TO THIS SOLICITATION.**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires:

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