REQUEST FOR PROPOSAL NUMBER B0003127

Purchasing Department
300 South Broadway
St. Louis, MO 63102

SPECIFICATIONS
FOR
FINANCIAL AID CONSULTING SERVICES

FOR ADDITIONAL INFORMATION, CONTACT:
Cynthia Green, Assistant Controller
Phone: 314 539-5227  Email: cgreen2@stlcc.edu

RFP CLOSING DATE:  Friday, February 1, 2013
RFP CLOSING TIME:  3:00 p.m., local time

Date Issued: January 11, 2013
INSTRUCTIONS TO ALL BIDDERS

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Bidders will be expected to submit bids that are in compliance with the terms and conditions as outlined below:

1. All awards are subject to final approval by St. Louis Community College’s Board of Trustees, or their designated representative(s).

2. Bids may be delivered electronically to the Cynthia Green at cgreen2@stlcc.edu 300 S. Broadway, St. Louis, MO 63102 on or before the time and date stipulated in the Request for Proposal document. All late bids will be rejected.

3. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: 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. The affidavit included in Attachment A must be completed and notarized to meet this provision. (This may be submitted after the notice of award is given.)

4. All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that bid. The College reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.

5. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.

6. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from the College’s list of vendors in good standing.

7. If this bid is accepted by the College, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

8. Requests for clarification on bid specifications should be addressed to the buyer identified in the bid document. Any changes in specifications will be sent to all bidders in the form of a written addendum. All addenda become a part of the Invitation for Bid. Bidders are to sign and include all addendums with each bid being submitted.

9. Bidders are to check the College’s website at www.stlcc.edu/purchasing to ensure all addendums are included with submission of bid responses.

10. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with the assigned buyer.

DELIVERY AND INVOICING INFORMATION

1. Invoices must be submitted in duplicate to: Office of the Chancellor
   St. Louis Community College
   300 S. Broadway
   St. Louis, MO 63102

   Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.

2. The College renders payment only after delivery of services.

3. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is 11166584.
REQUEST FOR PROPOSAL NUMBER B0003127

BUYER: Cynthia Green   (314) 539-5227

DATE ISSUED: January 11, 2013

ITEMS/SERVICE REQUESTED: Financial Aid Consulting Services

Electronic proposals will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 300 S. Broadway, St. Louis, MO 63102 until the time and date given herein and then publicly opened for reading and evaluation: Please note that the College retains the right to make an award on an item by item or all or nothing basis.

DATE & TIME BID WILL BE OPENED AND READ: February 1, 2013 at 3:00 p.m. (CST local time)

If this bid is accepted by St. Louis Community College (“College”), in whole or in part, it becomes a binding contract for the services offered in the proposal when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

Requested Delivery: 30 Calendar Days after engagement   Delivery Offered: _____________________

Payment Terms: __________ (unless otherwise stated, terms will be Net 30)

Est. Freight Charge: N/A   Telephone: ___________ Fax: ___________

Prices quoted are guaranteed for ________ calendar days from the date of the bid opening under the terms and conditions offered in bid herein. (120 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid be accepted, to furnish any and all of the goods and/or services at the price quoted, delivered to the designated point(s) within the time specified in this Invitation for Bid document. IF NOT SIGNED BELOW, PROPOSAL WILL BE DISQUALIFIED.

Bid is accepted for the College by:

__________________________________________
(SIGNATURE) Cynthia Green, Assistant Controller

Items/Sections Accepted:

(SIGNATURE) Company Name

(SIGNATURE) FEIN

(SIGNATURE) Printed Name and Title

(SIGNATURE) Company Address

(SIGNATURE) City/State/Zip Code
Section 1  INTRODUCTION AND BACKGROUND INFORMATION

1.1 St. Louis Community College (hereinafter referred to as “College”) invites you to submit a proposal to conduct an assessment of its financial aid performance in accordance with all terms and conditions contained in the Request for Proposal document.

1.2 The College, which is officially known as the Junior College District of St. Louis, St. Louis County is a political subdivision of the State of Missouri and is the largest community college district in Missouri with four (4) campuses and five (5) education centers enrolling approximately 29,000 credit students and 70,000 non-credit students annually. Serving an area of 718 square miles, the College’s district includes the City and County of St. Louis and portions of Jefferson and Franklin Counties.

1.3 The College has financial aid offices at each of the four (4) campuses and a Director of District Wide Financial Aid and Scholarships (see the attached organization chart).

1.5 The College has approximately 13,000 students receiving financial aid and 250 work-study students; about 60% of the College’s credit students receive some form of financial aid.

1.5 The fiscal year for the College runs from July 1 through June 30. And the College uses the Ellucian Banner (formerly SCT Sungard Banner) administrative software system.

Section 2  SCOPE OF WORK

2.1 Conduct a (one time only) review and full assessment of the College’s financial aid policies, procedures and operations.

2.2 The review and assessment must include an analysis of the following areas and any other prudent areas identified for the College:

   2.2.1 Financial Aid Policies and Procedures
   2.2.2 Financial Aid Operations and Processes
   2.2.3 Financial Aid Staffing Levels
   2.2.4 Measurement of Performance Against Benchmarks and Best Practices
   2.2.5 Regulatory Compliance with Federal Title IV Regulations
   2.2.6 Compliance with FERPA
   2.2.7 Compliance with Title IV Federal Student Aid Integrity Regulations
   2.2.8 Banner – Business Process Review

2.3 To facilitate the assessment Board Policy, Administrative Procedure and audited financial documents will be provided for the prior fiscal year June 30, 2012 (additional years may be requested).

2.4 An initial meeting with college administration will be required before services begin.

2.5 The final assessment report must be completed within 30 calendar days from the start date of the assessment.

2.6 The assessment report must be presented to the Chancellor; an oral presentation may be required.
Section 3  PROPOSAL FORMAT AND SUBMISSION

This portion of the RFP pertains to any interested party which wishes to be provided an opportunity to submit a proposal.

3.1 The proposal must address the provision of the services described in Section 2 and any other services considered necessary and/or appropriate.

3.2 The proposal must include:

- 3.2.1 Name and address of the firm
- 3.2.3 General description of the firm
- 3.2.3 Names and experience of individual(s) assigned to conduct and/or present the assessment
- 3.2.4 Clarification of the firms understanding of the requirement of the assessment and its ability to meet the requirements and a timeline
- 3.2.5 Outline of assessment process
- 3.2.5 Financial Aid Experience (minimum 10 years)
- 3.2.6 Three professional references from higher education institutions – include organization name, name of contact person and title, telephone number and email address
- 3.2.7 Cost proposal for services – include an estimate for total hours and out-of-pocket expenses.

3.3 Proposal may be submitted via email at cgreen2@stlcc.edu. The “Subject” field should be labeled – “B0003127 Response”.

3.4 Contact Cynthia Green at cgreen2@stlcc.edu or 314 539-5227 with all questions regarding this RFP. Offerors may not contact other College employees regarding any of these matters while the RFP and evaluation are in process. The deadline for submission of questions is January 22, 2013.

3.5 EVALUATION PROCESS: The award of a contract resulting from this RFP shall be based on the best proposals received in accordance with the following criteria:

- 3.5.1 Experience and Reliability of Offeror’s Organization
- 3.5.2 Experience of Offeror’s Personnel
- 3.5.3 Cost Proposal for Services

Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror’s proposal.

Section 4  GENERAL CONTRACTUAL REQUIREMENTS

4.1 The contract shall not bind, nor purport to bind, the College for any contractual commitment in excess of the original contract period, which shall be determined.

4.2 Payment for all services required herein shall be made in arrears. The contractor must submit an itemized invoice, in accordance with the Cost Proposal for Services. Payment will be made to the name and address identified in the contract as the “contractor”.

St. Louis Community College Request for Proposal B0003127  Page 5 of 14
Section 4  GENERAL CONTRACTUAL REQUIREMENTS (continued)

4.3  In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time. The College may request other professional service not included in the proposal and may negotiate the related fees for such services.

4.4  The contractor shall fully coordinate its activities in the performance of the contract with those of the College. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.

4.5  Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, facilities, equipment, and supplies necessary to perform the services required herein.

4.6  Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential, as well as all information developed in the conduction of the work contracted for including information disclosed by the College to the contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by the contract or at any other time the College requests, the contractor or any other person involved in the contracted work will transmit to the College any written, printed or other materials embodying such confidential information. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

4.7  The contractor agrees and understands that the College’s agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor’s proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the College. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better that originally proposed and that the notification of a substitution shall not be construed as an acceptance by the College.

4.8  The College reserves the right to have the contractor immediately remove or replace personnel whose performance the College determines to be unsatisfactory. There shall be no charge to the College for the contractor’s replacement of such personnel while under contract with the College.

4.9  The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the College. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the College.

4.10  The College reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the contractor’s proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

4.11  The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the College may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor’s services.
Section 4   GENERAL CONTRACTUAL REQUIREMENTS (continued)

4.12 This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

4.13 The contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in providing the services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.
1. CONTRACT TERMS  The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract not withstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Supplier at any time. The acceptance by the College of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the College of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Contract. Any different or additional terms, other than those contained in this Contract, which are contained in any acceptance, acknowledgement, invoice or other document transmitted by Supplier to the College are hereby objected to.

2. TRANSPORTATION CHARGES  The College will not accept “Collect” shipments. Unless agreed to otherwise all delivery terms shall be F.O.B. Destination with Supplier bearing all freight charges and risk of rejection. When terms agreed to by the College are F.O.B. Origin, Supplier shall prepay and fully insure all items for replacement cost and include changes on invoice with bill of lading attached.

3. TIME OF DELIVERY  Time is of the essence of this Contract. If deliveries are not made at the time agreed upon in this Contract, the College reserves the right to cancel and to purchase elsewhere and hold Supplier accountable for any additional cost or expense incurred by the College.

4. INSPECTION AND ACCEPTANCE  No material or service received by the College pursuant to this Contract shall be deemed accepted until the College has had reasonable opportunity to inspect same. Material or service which is defective or does not conform to any Warranty of the Supplier herein upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Supplier’s expense, for full credit or replacement. No goods returned as defective shall be replaced without Buyer’s written authorization. Such return shall in no way affect College’s discount privileges. Such right to return offered to the College arising from the College’s receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the College may have therefore.

5. COMPLIANCE WITH SPECIFICATIONS  No payment will be rendered for materials or services delivered that fail to meet specifications as offered in bid.

6. PACKAGING  the College will not be liable for any charges for drayage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. SUPPLIERS WARRANTIES  Supplier expressly warrants that all articles, material, and work, covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller warrants that College shall have good and marketable title to all articles, materials and work supplied, free and clear of all liens and encumbrances. Such warranty shall survive delivery and shall not be deemed waived either by reason of the College’s acceptance of said materials or goods, or by payment for them.

8. QUANTITIES  The College assumes no obligation for materials or services delivered in excess of the quantities ordered hereunder.

9. INVOICES  Delivery of all materials and services must be completed by the date specified. Unless otherwise stated, partial deliveries will be accepted, provided the College is invoiced only for the portion shipped. Failure to comply will delay payment as the College pays all invoices only in full. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges.

10. INTELLECTUAL PROPERTY  Supplier guarantees that the articles described herein and the sale or use the will not infringe upon a U.S. or foreign patent, trademark other form of intellectual property and covenants that he will, at his own expense, defend every claim or suit which may be brought against the College, or those using the College’s product (provided Supplier is promptly notified of claim or suit and papers therein are delivered to Supplier) for any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of sale or use of such articles and Supplier agrees that he will pay all costs, damages and profits recoverable in such claim or suit.
11. **FORCE MAJEURE** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

12. **BANKRUPTCY OR INSOLVENCY** In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

13. **ASSIGNMENT OR SUBCONTRACT** This Contract, or any rights, obligations, or duties may not be assigned by Supplier without College’s written consent and any attempted assignment without such consent shall be void. No person, firm, or party may be awarded a subcontract under this Contract without the express written approval of the College.

14. **TERMINATION OF CONTRACT** The College reserves the right to terminate the Contract at any time if any of the provisions of this Contract, including Supplier’s Warranties, are violated by the Supplier or by any of his sub-suppliers, in the sole judgment and discretion of the College. In the event of such termination the Supplier shall be liable for any excess costs incurred by the College.

15. **LAW GOVERNING THIS CONTRACT** This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

16. **COMPLIANCE WITH APPLICABLE LAWS** The Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

17. **NON-DISCRIMINATION IN EMPLOYMENT** In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

18. **NOTICE AND SERVICE THEREOF** Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

19. **INSURANCE** (a) Insurance Requirements The Supplier shall secure at his/her own expense, with insurance carriers acceptable to the College, before commencement of work, a certificate evidencing comprehensive general liability insurance from a company having a policyholder rating of “A” or better and a financial rating of “AA” or better in the latest edition of Best’s Insurance Reports. Said insurance shall provide maximum limit of liability for injuries and death existing under applicable Workmen’s Compensation statutes, ordinances or regulations. Furthermore, said insurance shall provide comprehensive general liability insurance with minimum bodily injury limits of $2,000,000.00 aggregate and property damage limit of $300,000.00 each occurrence and in the aggregate, specifically naming the College as an insured and protecting the College and holding it harmless from any and all liability of whatever kind or character occasioned on account of the negligent acts or omissions of the Supplier or its agents, Subsuppliers or employees. In addition, the Supplier shall have in force at all times insurance covering the full value of the goods of the College in the possession of the Supplier. The Supplier shall provide comprehensive automobile liability policies with property damage limits of $2,000,000.00 and minimum bodily injury limits of $2,000,000.00 each person and $2,000,000.00 each occurrence. (b) Rental/Lease Agreements The Supplier will maintain comprehensive general public liability and property damage insurance with respect to its use, operation, possession, and maintenance of equipment. Loss or damage from any cause, whatsoever, to the equipment or devices supplied by the Supplier shall be the responsibility of the Supplier. This is construed to mean loss or damage while enroute as well as while equipment is located on the College premises.
TERMS AND CONDITIONS (CONTINUED)

20. INDEMNIFICATION  The Supplier shall indemnity, protect, defend and hold harmless the College and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys’ fees and court costs, arising from or connected with any damages for personal injury or to property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents, subsuppliers or employees.

21. Changes  The Manager of Purchasing may at any time, by written order, make changes or additions, within general scope of the Contract or to drawings, designs, specifications, instructions for work, method of shipment or packing or place or delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract, the Supplier shall notify the Manager of Purchasing in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be asserted within 30 days of receipt of written order. Nothing herein contained shall excuse the Supplier from proceeding with the contract as changed.

22. COMPLETE AGREEMENT  The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto including changes under paragraph 20 above, must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
ATTACHMENT A

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009

Effective January 1, 2009 and pursuant to the state of Missouri’s RSMO 285.530 (1), 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 (e.g., St. Louis Community College) to a business entity, the business entity shall, 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

St. Louis Community College, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

**Required Affidavit for Contracts Over $5,000.00 (US) – Effective 1-1-2009.** Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at [www.uscis.gov](http://www.uscis.gov) scroll to the bottom of the page and select the E-verify link or by calling 888-464-4218. You may also access the website to begin the registration process at [https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES](https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES).

If you have any questions, please contact St. Louis Community College, Purchasing Department at 314-539-5227.
AFFIDAVIT

The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as “Contractor”): ______________________________.

2. I am the ____________________________ for Contractor and I have personal knowledge of the facts stated herein.

3. On or about ________________, Contractor entered into a contract with St. Louis Community College (“Political Subdivision”), for the provision of an Assessment of Financial Aid Operations, as more fully described in B0003127 (hereinafter referred to as “Contract”).

4. Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.

5. On or about ________________, Contractor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security (“DHS”) and the Social Security Administration (“SSA”), as referred to in the Revised Statutes of the State of Missouri, § 285.530.

6. Pursuant to a Memorandum of Understanding between Contractor, DHS, and SSA (hereinafter referred to as the “Memorandum of Understanding”), Contractor is obligated to verify each employee hired after ________________ (hereinafter referred to as the “Enrollment Date”), and Contractor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.

7. Contractor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contractor has provided Political Subdivision with supporting documentation regarding all employees hired after the Enrollment Date who are working in connection with the Contract.

8. Contractor affirms that if it is determined that an employee is not eligible to work on the contract, Contractor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.

9. Contractor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the contract and permanently suspend or debar Contractor from doing business with the State under certain circumstances.
AFFIDAVIT

Dated this _____ day of _______________, 2013.

________________________________________

STATE OF MISSOURI                )
COUNTY OF ___________            ) SS.

On this____ day of ______________ in the year 2013, before me, _________________, a Notary Public in and for said State, personally appeared _________________, known to me to be the person who executed the within Affidavit, and acknowledged to me that _________________ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of___________ and State aforesaid, the day and year first above written.

______________________________________
Notary Public

My Commission Expires: