2700 WEST ASH STREET, COLUMBIA MO 65203

Laura Cravens, Executive Director 573-874-1995 TEL | 573-443-2864 FAX | 573-443-2841 TDD

WWW.BCFR.ORG



REQUEST FOR BIDS

Bid Title: Snow Removal Services for Properties Owned by BCFR (5 properties in total – 1 in West Columbia and 4 in Southwest Columbia)

Optional Pre-Bid Conference

Day/Date: Wednesday, February 19, 2025

Time: 10:00 a.m.

Location: Boone County Family Resources

Address: 2700 W Ash St

Columbia, MO 65203

Questions Deadline

Day/Date: Wednesday, February 26, 2025

Time: 5:00 p.m.

Bid Submission Address and Deadline

Day/Date: Wednesday, March 12, 2025

Time: 4:30 p.m.

Location: Boone County Family Resources

Address: 2700 W Ash St

Columbia, MO 65203

Bid Opening

Day/Date: Wednesday, March 12, 2025

Time: 4:30 p.m.

Location: Boone County Family Resources

Address: 2700 W Ash St

Columbia, MO 65203

Project Manager

Kayla Grindstaff 573-874-1995 bids@bcfr.org

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SECTION 1: INSTRUCTIONS AND TERMS & CONDITIONS OF BIDDING

- 1. **Invitation** The Agency invites responses that offer to provide goods and/or services identified on the title page and described in greater detail in Section II and the Technical Specifications for Snow and Ice Removal Services included in this Request for Bid.
- 2. **Definitions**:
 - a. Bidder Any business entity submitting a response to this Bid.
 - b. Contractor The Bidder whose response to this bid is found by BCFR to meet the best interests of the Agency. The Contractor will be selected for award and will enter into Contract for provision of the goods and/or services described in the bid.
 - c. Supplier All businesses that may provide the subject goods and/or services.
 - d. Bid This entire document, including attachments.
 - e. Response The written, sealed document submitted according to the Bid instructions.
- 3. **Optional Pre-Bid Conference** An optional pre-bid conference has been scheduled for **Wednesday, February 19, 2025 at 10:00 a.m.** at Boone County Family Resources, 2700 W Ash, Columbia, Missouri. The purpose is to review the locations where the services will be provided and answer any questions. **Attendance is optional.**
- 4. **Bid Clarification** Questions regarding this Bid should be directed in writing, by e-mail or fax, prior to the deadline of 5:00 p.m. on **Wednesday, February 26, 2025** to the Project Manager, Don Merrifield, BCFR, 2700 W Ash, Columbia, MO 65203; 573-874-1995; facsimile 573-443-2864; or bids@bcfr.org. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between Agency and Bidder are not.
- 5. **Bidder Responsibility** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid, including the location of all properties, the terrain to be encountered, and the equipment and/or products required to perform any and all services. Bidder's failure or omission to examine any relevant form, property site, or product description will not relieve the bidder from an obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
- 6. **Bid Amendment** If it becomes evident that this Bid must be amended, the Project Manager will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 7. **Award** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the Agency from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed by the Agency to be in its best interest. The Agency will seek the least costly outcome that best meets the Agency's needs referenced above. The Agency intends to award this bid to one contractor for all properties, but does require each contractor to provide a price for each location and reserves the right to award the bid in a manner that best meets Agency's needs, even if that results in awards to multiple contractors. The Agency has the right to accept or reject any bid and to waive technicalities.
- 8. **Contract Execution** This Bid and the Contractor's Response will be made part of the resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 9. **Bid Forms** Bidders must use the bid forms provided to submit bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.

10. **Precedence** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence, in the following order, to the provisions of the Contract, as amended; the provisions of the Bid; the provisions of the Bidder's Response.

SECTION II: PRIMARY SPECIFICATIONS

- 1. **Services** Agency proposes to contract with an entity, hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of snow and ice removal services.
- 2. **Award** The Agency intends and has a preference to make the award for services (including all related or required products for the completion of services for all locations) to one respondent.
- 3. **Contract Period** –Any resultant contract/s shall be annual contract/s with the ability to renew on a yearly basis effective from the date of award through May 2028.
- 4. **Contract Extension** The Agency may extend the contract on a month-to-month basis for a period of three months from the date of termination if it is determined to be in the best interest of the Agency.
- 5. **Contract Documents** The successful bidder(s) shall enter into a written contract with the Agency within 30 days of award on contract forms provided by the Agency.
- 6. **Service Locations** Services shall be provided at the following sites in Columbia, MO: 2700 W Ash; 108 Granada Boulevard; 3706 Santiago Drive; 12 Diego Court, 16 Diego Court
- 7. **Scope of Work** The Contractor shall furnish all materials, products, labor, supplies and equipment necessary to perform all of the work at the various locations as specified in the Technical Specifications.
- 8. **Safety of Persons and Property** Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent injury, damage or loss to all employees on the work site, any and all others who may be affected thereby, and other property at the site or adjacent thereto. Contractor shall maintain all reasonable safeguards for safety and protection. All damage or loss to any property caused in whole or in part by the Contractor or any Subcontractors shall be remedied by Contractor.
- 9. **Pricing** All prices shall be as indicated on the Response Form. Pricing shall include any and all charges for obtaining/transporting of equipment and supplies, labor, and debris removal. Contractor bears all insurance costs.
- 10. **Contractor Qualifications and Experience** The Bidder must provide documentation of experience with the type of work required. *Exhibit A Prior Experience* may be used for this purpose.
- 11. **Independent Contractor** Contractor affirms that it is an independent contractor and that in the performance of the services herein, the Contractor and its agents and employees, shall act in an independent capacity and as an independent Contractor and not as officers, employees, or agents of the Owner. Contractor shall be solely responsible to pay all required taxes, including but not limited to all withholding, social security, and worker's compensation. Contractor shall not have legal authority to bind Agency in any way.
- 12. **Subcontractors** No subcontractors shall be used without prior approval of the Property Manager.
- 13. Extra and/or Additional Work If any extra and/or additional work is to be done, the Owner may issue to the Contractor a written change order directing that such extra and/or additional work be done, and upon mutual agreement of the parties, the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to the Contract price, based upon such written terms as may be agreed upon.

- 14. Taxes Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax as the Agency is exempt from sales and use taxes. Agency will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County Family resources and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County Family Resources and contain the project name assigned by Boone County Family Resources for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the Agency pays no sales/use taxes from which it is exempt.
- 15. **Prevailing Wage** The Missouri Prevailing Wage Law is not applicable to this project.
- 16. **Quality of Work** Contractor agrees to unconditionally guarantee performance in a timely manner with the proper equipment. If the quality is deemed unsatisfactory by the Agency or if Contractor fails to otherwise perform services as required in the Contract, the Contract may be terminated upon ten (10) days written notice.
- 17. **Damage to Owner Property** Contractor shall be responsible for any damage to Owner's property, such as buildings, ground lighting, parking lots, curbs, etc., that is directly caused by the Contractor during the time the scheduled service is performed. Contractor shall be responsible for repair of any damage to Agency property and restoration of any property damage caused by Contractor's activities. Repair and restoration shall be performed to the satisfaction of the Agency. Any repair/restoration of damages shall be performed at no cost to the Agency.
- 18. **Insurance** The Contractor shall not commence work under this contract until it has obtained all insurance required under this paragraph that meets or exceeds requirements below and such insurance has been approved by the Agency. All policies shall be in amounts, form and companies satisfactory to the Owner which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the Agency.
 - a. Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall meet or exceed the following requirements: \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. Sole proprietors, partners or other business owners not required by law to carry worker's compensation insurance on themselves are required to elect such coverage or otherwise be covered by such insurance to bid on this contract. Evidence of an endorsement with waiver of subrogation must be provided.
 - b. Comprehensive General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering

- both bodily injury and property damage, including accidental death. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the Agency has made final acceptance of the project.
- c. Commercial Automobile Liability The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 19. **Indemnity Agreement** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Boone County Family Resources, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend Boone County Family Resources from its own negligence.
- 20. **Default** In the case of default by Contractor, the Agency will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- 21. **Billing and Payment** Invoices shall indicate separate billing for each of the 5 service locations and be submitted to the **Accounts Payable** at BCFR, 2700 West Ash, Columbia MO 65203 or accountspayable@bcfr.org. Payment will be made within 30 days from performance of the service and receipt of an accurate invoice as deemed approved by Agency.
- 22. **Legal Requirements** Contractor shall do all work in such manner as to comply with any and all regulatory requirements, all City ordinances related to business/occupational licenses, and shall be aware of and in compliance with all ordinances, laws, or regulations that may impact the time or performance of work.
- 23. **Conflict of Interest** Contractor affirms that to the best of his/her knowledge no actual or potential conflict exists between Contractor's family, business or financial interests and his/her services under this Contract and he/she will inform Agency should any potential conflict arise during the term of this Contract.

SECTION III -RESPONSE PRESENTATION AND REVIEW

- 1. **Response Content** In order to directly compare competing Responses, Bidder must submit Response in strict conformity with the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A".
- 2. **Submittal of Responses** Responses must be received by the date and time noted on the title page.
- 3. **Submittal Package** Submit your Response in a sealed envelope, clearly marked on the outside with the Project Name and the due date and time.
- 4. **Bid Opening** On the date and time and at the location specified on the title page, all Responses will be opened in public.
- 5. **Response Clarification** The Agency reserves the right to request additional written or oral information from Bidders to obtain clarification of Responses.

- 6. **Rejection or Correction of Responses** The Agency reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response that are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions may be waived at Agency discretion. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
- 7. **Evaluation Process** The Agency's purpose in the evaluation process is to determine from among the Responses received the one best suited to meet the Agency's needs at lowest possible cost. Bidder's pricing must be held until contract execution or 60 days, whichever comes first.
- 8. **Preference for Missouri Businesses** A preference will be given to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

BIDDER RESPONSE FORM

Company Name of Bidder:	
City/Zip:	
Phone Number: Fax Nu	ımber:
E-mail Address of Authorized Representative:	
Federal Tax ID:	
) Partnership – Name) Individual/Proprietorship – Individual Name	
Snow and Ice Removal Services - We propose to furnish the ndicated and provided to Boone County Family Resources for equipment/material/services shall be furnished in accordance neereto in the Technical Specifications for Snow and Ice Removal Spe	ne equipment/material/services as or the prices quoted below. All e with the specifications attached
Snow plowing price per hour	\$
Hand shoveling price per hour	\$
Mechanically spreading calcium chloride per hour	\$
Calcium Chloride cost per pound	\$
Maximum Percentage Increase Per Year (If Applicable): Authorized Representative – The undersigned offers to fur specified at the prices and terms stated and in strict accordance instructions and general conditions of bidding which have be	nish and deliver the services as
Signature	Date
Print Name and Title of Authorized Representative:	
Name	Title
	Address:

TECHNICAL SPECIFICATIONS FOR SNOW AND ICE REMOVAL SERVICES

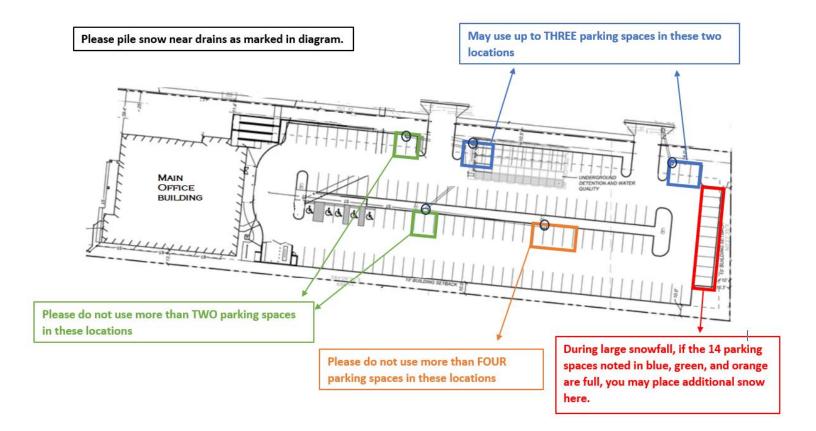
LOCATIONS AND SPECIFICATIONS ADDRESSED BY THIS CONTRACT:

2700 W. Ash St	all sidewalks (in front of doors, under awning and by street), parking lots, all driveways
12 Diego Court	all sidewalks, parking lot and driveways
16 Diego Court	all sidewalks, parking lot and driveways
108 Granada Blvd.	all sidewalks, parking lot and driveways
3706 Santiago	all sidewalks, parking lots and driveways

SNOW and ICE REMOVAL SPECIFICATIONS

- 1. Contractor shall provide its own employees, equipment and supplies necessary to complete the Services described hereunder, which include clearing snow and ice from all drive lanes, fire lanes, parking areas, sidewalks and walkways adjacent to buildings, and public sidewalks on Agency-owned properties. Snow and ice removal shall occur in a manner to ensure that all areas surrounding parked vehicles, including the side and rear of the vehicles, are cleared and treated for safe approach. Communication with the Agency's Property and Facility Manager shall occur to provide notification of any slick spots that may require continued treatment throughout the day.
- 2. Contractor shall complete all work in a workmanlike manner consistent with customary industry practices for the amounts specified in the bid pricing.
- 3. Contractor shall supply and mechanically spread calcium chloride as treatment for ice and snow. Contractor will only use calcium chloride; salt shall not be used on any surface.
- 4. Contractor shall treat any accumulation of <u>ice</u> daily by 5:45 a.m. and, if ice accumulation occurs thereafter, by 2 p.m. Contractor will contact the Agency's Property and Facility Manager for permission regarding additional ice treatment needs.
- 5. Contractors shall remove <u>snow</u> accumulation of 1" or more daily by 5:45 a.m. and, as <u>snow accumulations of 1" or more occur thereafter, by 2:00 p.m. Contractor will contact the Agency's Property and Facility Manager for permission regarding additional snow treatment needs.</u>
- 6. Contractor agrees to contact the Agency's Property & Facility Manager if any of the properties cannot be treated within two (2) hours after snow or ice has stopped falling.
- 7. Contractor will pile snow and ice removed from the surfaces in such areas as the Owner reasonably directs adjacent to the lots and drives, but not in front of dumpster enclosures, fire lanes/fire hydrants, entrances, on sidewalks or blocking walkways. Contractor agrees to plow snow to areas that will least affect traffic and parking. Snow shall be piled according to the attached diagram for the parking lot at 2700 W. Ash Street.
 - a. For snowfalls of 1-6" depth, all snow shall be plowed away from the buildings and pushed to the far end of the parking lot where appropriate, or as directed by Owner.
 - b. For snowfalls of more than 6" depth, Contractor shall contact BCFR Property and Facility Manager to identify desired locations for piling snow and discuss the potential for snow relocation.
- 8. Contractor shall inspect the Properties to identify any possible obstacles and obstructions, including curbing, which must be avoided when providing services.

- 9. Contractor shall be responsible for damage to the Property caused by snow removal operations including but not limited to buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the Properties or equipment used in connection therewith.
- 10. Contractor agrees to provide the Agency's Property Manager with an after-hours telephone number for Contractor and to keep the telephone number current during the term of the Contract.
- 11. Contractor's invoice shall include the following:
 - a. Date of service
 - b. Address of location
 - c. Description of work performed
 - d. Hours worked
 - e. Pounds of calcium chloride used
 - f. Total price per location



STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall submit with the bid the data requested in the following schedule of information. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1.	Name of Bidder:
2.	Business Address:
3.	When Organized:
4.	When Incorporated:
5.	If not incorporated, state type of business and provide your federal tax identification number:
6.	Number of years engaged in contracting business under present firm name:
7.	If you have done business under a different name, please give name and location:
8.	Percent of work done by own staff:
9.	Have you ever failed to complete any work awarded to your company? If so, where and
	why?:
10	Have you ever defaulted on a contract?
11.	List of contracts completed within the last four years, including value of each:
12	List of projects currently in progress:
	* Attach additional sheets as necessary *
	ed hereby authorizes and requests any person, firm or corporation to furnish any information ne Owner to verify the recitals comprising this Statement of Bidder's Qualifications.
Name of Bidde	er: Date:
By:	Title:

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 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() corporation, incorporated under laws of the stat	
Dated , 20 Name of individual, all partners, or joint venturers:	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 a	ddition to legal names.)
(If a corporation - show its name above)	
ATTEST:	
(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 venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RSMo. shall be included. 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, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Owner.

2700 WEST ASH STREET, COLUMBIA MO 65203

Laura Cravens, Executive Director
573-874-1995 TEL | 573-443-2864 FAX | 573-443-2841 TDD
WWW.BCFR.ORG



INSTRUCTIONS FOR COMPLIANCE WITH VERIFICATION OF EMPLOYMENT ELIGIBILITY

Missouri law requires that Boone County Family Resources (BCFR) verify that a contractor of the agency has a program to verify the lawful presence of its employees when the contract exceeds \$5,000, and to verify the lawful presence in the U.S. of individuals when contracting for work/services. BCFR is required to obtain a sworn affidavit and documentation affirming the contractor's enrollment and participation in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.uscis.gov/e-verify

If you are a business entity as defined in Section 285.525 RSMo, please complete and return form Affidavit of Participation in Work Authorization Program and Verification of Employment Eligibility Pursuant to 285.530 RSMo if your contract amount is in excess of \$5,000.

If you are a self-employed individual with no employees, please complete Certification of Individual Bidder/Contractor Affidavit.

AFFIDAVIT OF PARTICIPATION IN WORK AUTHORIZATION PROGRAM AND VERIFICATION OF EMPLOYMENT ELIGIBILITY PURSUANT TO 285.530.2 RSMo (FOR CONTRACTS IN EXCESS OF \$5,000.00)

County of)		
State of)		
Now on this day of hereby makes the following statements under oath:	, 20 the ur	ndersigned, being first duly sworn,
• I am more than 18 years of age.		
• I make this Affidavit from my personal knowled facts available to me as a duly authorized owne Relations Director of (name of corporation, LLC, sole proprietorship	r, partner, corporate	e of LLC office or Human
• I state and affirm that		
(name of business entity, same as above) is enreauthorization program or another equivalent eleoperated by the U.S. Department of Homeland with the contracted services provided to Boone	ectronic verification Security for all emp	n or work authorization program ployees working in conjunction
• Further, (name of business entity, same as above) does runauthorized alien in conjunction with the contraction	not knowingly emp	loy any person that is an
 Any and all subcontractors working on this con the contractor or subcontractor at the time the s not include a business entity that merely supplie hired by the contractor to perform services to per Resources. 	ubcontractor is hire es goods or materia	ed. The term "subcontractor" does als to a contractor or subcontractor
I certify under penalty of perjury that the statements my knowledge and belief.	above are complete	e, true and accurate to the best of
Authorized Agent, Partner, Owner, Officer or Human Relations Director		Date
Printed Name	_	
Subscribed and sworn to before me this	day of	, 20
Notary Public	Му со	ommission expires:

CERTIFICATION OF INDIVIDUAL BIDDER/CONTRACTOR

Pursuant to Section 208.009 RSMo, any person applying for or receiving any contract for

services who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents.) 2. I do not have the above documents, but provide an affidavit (below) that may allow for temporary 90 day qualification. (If this option is chosen, you must complete the Affidavit below.) 3. I have provided a completed application for a birth certificate pending in the State of ______. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen. **Applicant** Printed Name Date **AFFIDAVIT** State of Missouri) SS. County of ____ I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence. Print Name Signature Social Security Number or Other Federal ID Number Date On the date above written, ______ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief. Subscribed and sworn to before me this ____ day of ______, 20____. _____ My Commission expires: _____. Notary Public

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services are preferred)

	Company Name:
	Address:
	Contact Name:
	Telephone Number:
	Date of Contract:
	Length of Contract:
	Description of Prior Services (include dates):
2.	Prior Services Performed for: Company Name:
	Address:
	Contact Name:
	Telephone Number:
	Date of Contract:
	Length of Contract:
	Description of Prior Services (include dates):
3.	Prior Services Performed for: Company Name:
	Address:
	Contact Name:
	Telephone Number:
	Date of Contract:
	Length of Contract:
	Description of Prior Services (include dates):

1. Prior Services Performed for:

(Information Only -- Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this Certificate, the participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative	
Signature	Date

Instructions for Certification

- 1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.