REQUEST FOR PROPOSAL NUMBER B0003989

Department of Purchasing
3221 McKelvey Road
Bridgeton, MO 63044

SPECIFICATIONS FOR WORKER’S COMPENSATION CLAIMS ADMINISTRATION & LOSS CONTROL SERVICES

FOR ADDITIONAL INFORMATION, CONTACT:
Cynthia Green, Purchasing Supervisor
Phone: 314 539-5227 or email: cgreen2@stlcc.edu

Last Date to Submit Questions: Monday, August 31, 2020

IFB CLOSING DATE: Friday, September 18, 2020
IFB CLOSING TIME: 3:00 p.m., local time

Date Issued: August 17, 2020
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Request for Proposal B0003989 for Worker’s Compensation Claims Administration & Loss Control Services

M/WBE Participation Clause:

St. Louis Community College is committed to providing equal opportunities for business growth and development to Minority and Women-Owned Business Enterprises (M/WBEs). St. Louis Community College will ensure that M/WBEs are given the opportunity to do business with the college by increasing the amount of business placed with such enterprises when possible. The goal is to ensure supplier diversity is part of both the pool of suppliers and part of the supply chain in all areas of the College’s sourcing activities in our Procurement and Engineering and Design Departments.
INSTRUCTIONS TO ALL BIDDERS

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Respondents will be expected to submit proposals 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. Proposals must be sealed and delivered to the Department of Purchasing, 3221 McKelvey Road, Bridgeton, MO 63044 on or before the time and date stipulated in the Invitation for Bid 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 proposals 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 proposal 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 Proposer. 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 proposal, 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 RFP 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 Request for Proposal. Proposers are to sign and include all addendums with each bid being submitted.

9. Proposers 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: Accounts Payable
   St. Louis Community College
   3221 McKelvey Road
   Bridgeton, MO 63044

   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 B0003989 - INVITATION

BUYER: Cynthia Green (314) 539-5227

DATE ISSUED: August 17, 2020

ITEMS/SERVICE REQUESTED: Worker’s Compensation Claims Administration & Loss Control Services

Sealed proposals will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 3221 McKelvey Road, Bridgeton, MO 63044 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: Friday, September 18, 2020 at 3:00 p.m., Local Time

If this request for proposal is accepted by St. Louis Community College (“College”), in whole or in part, it becomes a binding contract for the items or sections designated below when signed by an authorized representative of the College and returned to the Respondent. By signing and submitting this RFP, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Request for Proposal. All purchases are subject to the terms and conditions contained in and attached to this Request for Proposal. By submitting a response, 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 proposal. 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.

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, BID WILL BE DISQUALIFIED.

______________________________
(SELLER – Company Name)/FEIN#
______________________________
(Signature)
______________________________
(Printed Name and Title)
______________________________
(Company Address)
______________________________
(City/State/Zip Code)

Bid is accepted on behalf of the College by:

Cynthia Green, Purchasing Supervisor

______________________________
Signature

______________________________
Sections Approved:
CONTRACT OR BLANKET ORDER AGREEMENTS

The purpose of this Invitation for Bid is to solicit quotations from qualified vendors to establish a contract or blanket order for the routine purchase of goods and/or services on an “as or when needed” basis.

The quantity and dollar estimates provided represent the purchasing history of the College and/or a reasonable estimate of future activity in the area specified. While the College strives to make these estimates as realistic as possible, they do not constitute a guarantee of volume.

The College reserves the right to inspect the bidder’s facility prior to award to assure that they meet the requirements and can provide the necessary support for the contract goods and services specified.

The College may cancel a contract at any time by giving the seller thirty (30) days written notice of failure to comply in part or total with the prices, terms and conditions offered in bid.

The College retains the right to take extensions to the contract agreement of up to twelve (12) months, provided said extension is mutually agreeable to both the seller and the College.

Contract Period: Four (4) full years

Requested Contract Start Date: November 1, 2020

Estimate of Contract Quantity or Dollar Expenditure: Estimated at $105,000.00

Contract Liaison Person (to be completed by bidder):

________________________________________________________________________

(Name/Title)

Tel No. __________________ Fax No. __________________

(Telephone)

E-mail address ________________________________
SCHEDULE FOR RECEIPT OF PROPOSALS AND CONTRACT AWARD:

The following schedule for Request for Proposal number B0003989 will outline the approximate course of events to be followed in the evaluation and award of a contract for banking and related services for St. Louis Community College. This schedule is provided for the purpose of assisting you in planning and does not constitute a guarantee that all dates listed will actually be adhered to. All vendors will be notified, however, if there is a significant change in this schedule.

- Monday, August 18, 2020: Request for Proposal released via email
- Monday, August 31, 2020: Deadline for receipt of questions
- Friday, September 18, 2020: Deadline for receipt of proposals – 3:00 p.m.
- Monday, September 28, 2020: Notification of Selection of Finalists
- Monday, October 26, 2020: Contract award date, contingent upon approval by the College’s Board of Trustees

SUBMISSION OF PROPOSAL(S)

Proposals may be submitted via email at cgreen2@stlcc.edu on or before Friday, September 18, 2020 at 3:00PM CST. All bid submissions must reference B0003989 in the Subject Line. Proposals may also be sent to:

Department of Purchasing  
St. Louis Community College  
3221 McKelvey Road  
Bridgeton, MO 63044  
Attn: B0003989

All questions regarding this RFP must be submitted in writing to Cynthia Green, Purchasing Supervisor at cgreen2@stlcc.edu. Addenda will be issued to answer all questions that are submitted in writing; all addenda will be posted on the College’s website at https://www.stlcc.edu/departments/procurement.aspx. Bidders must check the College’s website prior to submission of responses to ensure all addenda are reviewed, signed and submitted with bid responses.

Unless otherwise amended, the deadline for submission of proposals is: Friday, September 18, 2020 at 3:00 PM CST.

All proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered.
SECTION 1 INTRODUCTION

1 St. Louis Community College (hereinafter referred to as “College”) invites all interested and qualified parties to submit proposals to provide worker’s compensation claims administration and loss control services for the period specified.

2 During the month of July 2020, St. Louis Community College employed 3,345 employees of which 1,075 were full time and 2,270 part-time. As of August 7, 2020, the College has 20 open claims. Of the open claims, 18 involved temporary total disability (TTD) and medical expenses, 2 involved medical expenses only. This information is provided to all potential bidders as an estimate only and does not constitute any guarantee of level of utilization. Please be advised that if there is a cost for the transfer of records, the company awarded the bid will be responsible for the cost transferring the records.

3 Listed below is a summary of the College’s claim experience:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>No. of Claims</th>
<th>Medical Only</th>
<th>Lost Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>30</td>
<td>17</td>
<td>13</td>
</tr>
<tr>
<td>2018</td>
<td>44</td>
<td>29</td>
<td>15</td>
</tr>
<tr>
<td>2019</td>
<td>33</td>
<td>21</td>
<td>12</td>
</tr>
<tr>
<td>2020 (through 8/7/2020)</td>
<td>13</td>
<td>7</td>
<td>6</td>
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</tbody>
</table>

EVALUATION PROCESS

The evaluation process will be divided into phases:

**Phase I** will involve a review by St. Louis Community College staff of all Request for Proposal responses submitted for consideration. Each response will be evaluated on a point system with a maximum possible score of 100. Points will be assigned as listed below:

<table>
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<tr>
<th>Item</th>
<th>Maximum Points Assigned</th>
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<tbody>
<tr>
<td>Fee Structure</td>
<td>50 points</td>
</tr>
<tr>
<td>Service Offered</td>
<td>40 points</td>
</tr>
<tr>
<td>References</td>
<td>10 points</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>100 points</td>
</tr>
</tbody>
</table>

From two (2) to four (4) finalists will be identified in Phase I on the basis of point scores. Only finalists will go to Phase II.

**Phase II** will carry a maximum potential score of 50 points. Each finalist will be asked to make an oral presentation of not more than sixty (60) minutes to the College. The oral presentation will have a maximum assigned value of fifty (50) points.

The bidder achieving the highest overall point score will be recommended to the St. Louis Community College Board of Trustees for award of this contract. The maximum point score that can be achieved is 150 points.
SECTION 2    CLAIMS ADMINISTRATION SERVICES REQUEST:

1. Review all Employers Report of Injury Forms and process each report in accordance with the rules of the Missouri Division of Workers’ Compensation.
2. Determine compensability of all reported claims outlined in the Missouri Workers’ Compensation Act.
3. Provide assistance to the College in selection of capable medical treatment facilities; provide counsel and advice regarding first aid and in-house medical facilities; and provide assistance in the selection of a qualified rehabilitation specialist, when necessary.
4. Evaluate and establish reserves for all reported claim’s.
5. Develop a claim payment program utilizing a bank of the College’s choice. The College will co-sign all checks issued by the administrator for claim payments and the College will distribute the checks.
6. Compute all disability benefits due injured employees and audit all medical benefits as provided in the Missouri Workers’ Compensation Act.
7. Monitor claims for subrogation and pursue recovery where applicable.
8. Develop a medical management program to control medical treatment cost and monitor the length of temporary total disability.
9. Negotiate settlements with injured employees in accordance with the College’s predetermined authorization.
10. Provide assistance and guidance, as necessary, in the use and selection of attorneys that will be used to settle cases before the Missouri Division of Workers’ Compensation.
11. Provide monthly computer reports, detailing claims, payments, and reserves.
12. Provide a complete listing of checks written on a monthly basis.
13. Provide reports required by excess insurers and the service organization function as described by the excess insurance carriers as the Missouri Division of Workers’ Compensation and the Missouri Department of Insurance.
14. Provide detailed loss analysis reports on a quarterly basis to determine loss trends, etc.
15. Assist the College in preparation of the annual reports required by the State of Missouri, Department of Insurance.
16. Obtain all medical records and forward to the proper personnel at the Division of Workers’ Compensation.
17. Monitor and set up doctor visits for all injured employees.
18. Provide an annual audit report which covers your compliance and internal controls as a service bureau for the College. The requested audit report should be prepared in accordance with the American Institute of Certified Public Accountants latest guidance on the matter.
SECTION 3  LOSS CONTROL SERVICES REQUIRED:

1. Provide loss control services as directed by the College to include Hazard Surveys of campuses for the purpose of identifying unsafe conditions or acts which could result in loss.
2. Augment the College’s existing safety program by providing the necessary resource materials.
3. Provide loss trend analysis reports to assist the College in determining areas of reoccurring loss.
4. Conduct specialized training of College personnel as requested.
5. Assist the College with ad hoc programs as requested.
6. Provide an annual report on loss control services as outline in Section 2, 18.

SECTION 4  PROPOSAL FORMAT AND SUBMISSION

Please provide the information requested below:

A. Provide an overview of your firm to include the complete legal name, current address, name of owner/CEO, years in business, location of the office from which the work is to be done.
B. Please designate one (1) individual who will represent your firm during entire bid evaluation process: Individual/Title/Phone Number/Email Address
C. Please provide contact information for at least five (5) business and/or professional references that we have your permission to contact regarding your firm and its operation:
D. Please give a complete description of the types of programs and services you propose to provide if awarded the contract to administrate the St. Louis Community College’s Workers’ Compensation and Loss Control Services. Please outline your staff commitments in each area as outlined in Section B– Claims Administration Services Required and Section C – Loss Control Services Required.
E. Please give a description of your hours of service, and any other relevant information that would help us understand the physical makeup of your organization’s operation.
F. Please outline a comprehensive fee structure your firm or organization purposes to cover the services offered if you are awarded this contract. Identify those items and/or expenses that are optional separately from the primary fee schedules.
G. Please provide any additional information you feel would help us understand your company as it relates to the scope and intent of the proposed contract.

Failure to comply with all requirements of the bid may result in the disqualification of your bid.
Administrative Details and Checklist

1. This Request for Proposal does not commit the College to award a contract, to pay any cost incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The College reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the College.

2. The College reserves the right to reject any and all offers, to waive minor irregularities in offers received, and to request additional information from proposers.

3. The College reserves the right to accept other than the lowest fees quoted.

4. The bidder(s) whose proposal represents the best business decision to the College, all factors considered will be recommended for award to the College’s Board of Trustees.

5. The College’s Board of Trustees has the sole authority to award a contract as a result of this Request for Proposal process.

6. All proposals must be signed by a duly authorized representative of the respondent with binding authority. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that proposal.

A. After the bid opening the Proposal becomes the property of the College and is subject to the open records law of the State of Missouri (RSMo 610.021). Statement of confidentiality or proprietary information should not be included in the proposal. All proposals are required to become a matter of public record according to state law. Every effort will be taken, to the extent that it is legal to do so, to keep responses confidential. Notwithstanding the above, St. Louis Community College will not be held accountable if material from responses is obtained by other parties without written consent of the proposer.
GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD
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. Service shall commence on the date as shown in the RFP and extend for a period of one year unless otherwise noted in the agreement. College will give as much advance notice as possible to the ending period.

2. REVISIONS TO THE SCOPE OF WORK
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.

3. COORDINATION OF ACTIVITIES
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. CONFIDENTIALITY
Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential. 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.

5. REPLACEMENT AND/OR SUBSTITUTION OF PERSONNEL
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. 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.

6. CLARIFICATION OF CONTRACT
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.

7. 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.

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

9. 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.

10. INSURANCE/INDEMNIFICATION
The Contractor shall pay for and maintain, until all work is completed, such insurance as will protect him and the College from claims under Workers’ Compensation Acts, Workers’ Occupational Disease Acts, and from any other
claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement whether such operation be by himself or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations, which the Contractor has assumed including the “Hold Harmless Agreement”. This provision shall state the Contractor agrees to indemnify and save harmless the College and its agents and employees from and against all claims for injury to person or damage to property arising from his work or work performed by any of his subcontractors or their employees.

11. INSURANCE/CERTIFICATES & LIMITS

The following insurance shall be taken out and maintained at the Contractor’s expense:

A. Workers’ Compensation and Occupational Diseases shall have statutory limits.

B. Employers’ Liability shall be in an amount not less than $100,000 (Coverage B).

C. Comprehensive General Liability: Bodily Injury and Property Damage: $2,000,000 Combined Single Limits (or Bodily Injury and Property Damage $2,000,000). Contractual Liability coverage including the “Hold Harmless Agreement” must be fully insured under this policy for the liability limits set forth above.

Contractor’s Protective Liability coverage must be included for the liability limits set forth above. The Contractor’s Comprehensive General Liability Insurance shall include and provide:

1. Coverage for bodily injury and/or property damage on an “occurrence” basis with an approved definition.

2. A broad form property damage endorsement.

3. Completed operations liability.

4. If applicable to work under this agreement, the Contractor shall provide proper endorsements to cover property damage liability normally excluded under insurance code numbers bearing the symbols “X”, and/or “C” and/or “U”. St. Louis Community College shall be named as additional insured.

D. Comprehensive Automobile Liability Insurance: Bodily Injury and Property Damage: $500,000 combined single limits (or $250,000/$500,000 Bodily Injury, $500,000 Property Damage). This insurance must include non-owned, hired or rented vehicles as well as owned vehicles.

12. TAXES

The Contractor shall take into account that the College, a government subdivision, is exempt from most state and federal taxes. (Tax Exemption No. 11166584)

13. PAYMENTS

Contractor shall submit invoice(s) upon completion of the work each month. The College shall make payment within (30) days of receipt of invoice.

14. PAYMENTS WITHHELD

The College shall have the right to hold or delay payments if the contractor fails to complete work for the month within scheduled time limits and/or the contractor’s work is unsatisfactory or incomplete for a particular period.

15. CANCELLATION

Either party may terminate or revise this agreement if agreed to by giving the other party fourteen (14) day’s prior written notice.

16. CONTRACTOR INSURANCE

Contractor shall maintain at his expense all insurance required protecting his employees and his operations fully while on the College’s property including Workers’ Compensation, Employees’ Liability, Comprehensive General Liability, and Comprehensive Vehicle Liability Insurance. Contractor shall provide copies of the Certificate of Insurance to the College naming the College as co-insured after award of agreement.
17. **COLLEGE LIABILITY**
The College shall not be liable for any injury to any employee of the Contractor while said employee shall be performing work pursuant to the agreement, and the Contractor hereby indemnifies the College and agrees to hold it harmless from any and all claims made by any employee who may be injured on the College’s property by any cause to the extent attributable to the Contractor’s negligence and from all costs arising from such claim or claims including court costs and reasonable attorney’s fees.

18. **SAFETY**
It will be the responsibility of this Contractor to initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for safety of persons or property.

19. **COMPLIANCE WITH APPLICABLE LAWS**
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.

20. **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.

21. **ASSIGNMENT OF AGREEMENT**
The agreement shall not be assignable by the Contractor in whole or in part without the written consent of the College.

22. **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.

23. **COMPLETE AGREEMENT**
The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS RE: RSMO 285.530

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 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.

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 Worker’s Compensation Claims Administration and Loss Control Services, as more fully described in B0003989 (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 _______________, 2020.

____________________________________

STATE OF

COUNTY OF

On this____day of ______________ in the year 2020, 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.

____________________________________
Signature of Person Executing Affidavit

______________________________
Signature of Notary Public

My Commission Expires: