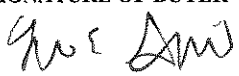
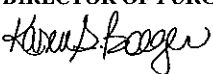




NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CS170727001	CONTRACT TITLE Transportation Services, Bus Passes, and Tickets
AMENDMENT NUMBER 002	CONTRACT PERIOD July 1, 2019 through June 30, 2020
REQUISITION/REQUEST NUMBER NR 931 YYY19708229	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4360042830 4/MB00104731
CONTRACTOR NAME AND ADDRESS METRO PO BOX 775250 CHICAGO, IL 60677-5250	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections 2729 Plaza Drive Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CS170727001 is hereby amended pursuant to the attached amendment #002, dated May 21, 2019.	
BUYER Lillian Smith	BUYER CONTACT INFORMATION Email: Lillian.smith@oa.mo.gov Phone: (573) 751-4579 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5/31/19
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT RENEWAL

AMENDMENT NO.: 002
CONTRACT NO.: CS170727001
TITLE: Transportation Services, Bus Passes, and Tickets
ISSUE DATE: 04/08/19

REQ NO.: NR 931 YYY19708229
BUYER: Lillian Smith
PHONE NO.: (573) 751-4579
E-MAIL: lillian.smith@oa.mo.gov

TO: METRO
PO BOX 60072
SAINT LOUIS, MO 63160-0072

RETURN AMENDMENT BY NO LATER THAN: 04/22/19 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	lillian.smith@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
2729 Plaza Drive
Jefferson City, MO 65109

SIGNATURE REQUIRED

VENDOR NAME METRO	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 4360042830 4/MB00104731
MAILING ADDRESS PO Box 60072	
CITY, STATE, ZIP CODE St Louis Mo 63160-0072	

CONTACT PERSON TERRY CULTURE	EMAIL ADDRESS TECULTURE@BISTATEDEV.ORG
PHONE NUMBER 314-982-1400 XT 2551	FAX NUMBER 314-335-3409
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE Terry Culture	DATE 5/21/2019
PRINTED NAME TERRY CULTURE	TITLE SUPV PASS/TICKET SALES

AMENDMENT #002 TO CONTRACT CS170727001

CONTRACT TITLE: Transportation Services, Bus Passes and Tickets

CONTRACT PERIOD: July 1, 2019 through June 30, 2020

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate below the firm fixed price for the above contract period.

Line Item	Description	Second Renewal Period Firm, Fixed Price
001	Ten (10) Two (2) Hour Pass Books	<p style="text-align: center;">\$ <u>30.00</u> Total</p>

The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto.


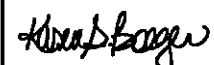
The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

NOTE: The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CS170727001	CONTRACT TITLE Transportation Services, Bus Passes, and Tickets
AMENDMENT NUMBER 001	CONTRACT PERIOD July 1, 2018 through June 30, 2019
REQUISITION/REQUEST NUMBER NR 931 YYY18708427	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4360042830 4/MB00104731
CONTRACTOR NAME AND ADDRESS METRO PO BOX 60072 ST LOUIS, MO 63160	STATE AGENCY'S NAME AND ADDRESS Department of Corrections 2729 Plaza Drive Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CS170727001 is hereby amended pursuant to the attached amendment #001, dated February 21, 2018.	
BUYER Christopher Lozuaway	BUYER CONTACT INFORMATION Email: Christopher.Lozuaway@oa.mo.gov Phone: (573) 751- 1567 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 2/27/2018
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT RENEWAL

AMENDMENT NO.: 001
CONTRACT NO.: CS170727001
TITLE: Transportation Services, Bus Passes, and Tickets
ISSUE DATE: 01/09/18

REQ NO.: NR 931 YYY18708427
BUYER: Christopher Lozuaway
PHONE NO.: (573) 751-1567
E-MAIL: Christopher.Lozuaway@oa.mo.gov

TO: METRO
PO BOX 60072
SAINT LOUIS, MO 63160-0072

RETURN AMENDMENT BY NO LATER THAN: 01/23/18 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Christopher.Lozuaway@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
2729 Plaza Drive
Jefferson City, MO 65109

SIGNATURE REQUIRED

VENDOR NAME	MissouriIBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Metro	4360042830 4/MB00104731
MAILING ADDRESS	
P.O. Box 60072, 211 North Broadway, Suite 700	
CITY, STATE, ZIP CODE	
St Louis, MO 63160-0072	

CONTACT PERSON	EMAIL ADDRESS
Tony Moody	AEMoody@metrostlouis.org
PHONE NUMBER	FAX NUMBER
314-982-1400 x2551	314-335-3472
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	2/21/2018
PRINTED NAME	TITLE
Kathy S. Klevorn	Sr. Vice President/Chief Financial Officer

AMENDMENT #001 TO CONTRACT CS170727001

CONTRACT TITLE: Transportation Services, Bus Passes and Tickets

CONTRACT PERIOD: July 1, 2018 through June 30, 2019

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate below the firm fixed price for the above contract period.

Line Item	Description	First Renewal Period Firm, Fixed Price
001	Ten (10) Two (2) Hour Pass Books	<p align="center">\$ <u>30.00</u> Total</p>

The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

NOTE: The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CS170727001	CONTRACT TITLE Transportation Services, Bus Passes, and Tickets
AMENDMENT NUMBER N/A	CONTRACT PERIOD July 1, 2017 through June 30, 2018
REQUISITION/REQUEST NUMBER NR 931 YYY17708083	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4360042830 4 / MB00104731
CONTRACTOR NAME AND ADDRESS METRO PO BOX 60072 ST LOUIS MO 63160	STATE AGENCY'S NAME AND ADDRESS Department of Corrections 2729 Plaza Drive Jefferson City MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing hereby establishes Contract CS170727001 for use by the Department of Corrections for Transportation Services, Bus Passes, and Tickets, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Department of Corrections and Metro shall reference the State of Missouri contract number.	
BUYER Leslie Kemna	BUYER CONTACT INFORMATION Email: leslie.kemna@oa.mo.gov Phone: (573) 751-4887 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE May 5, 2017
DIRECTOR OF PURCHASING Karen S. Boeger	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING (PURCHASING)
 SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: SFSS30034901700727
 TITLE: Transportation Services, Bus Passes, and Tickets
 ISSUE DATE: March 6, 2017

REQ NO.: NR 931 YYY17708083
 BUYER: Leslie Kemna
 PHONE NO.: (573)751-4887
 E-MAIL: Leslie.Kemna@oa.mo.gov

TO: Metro
 PO Box 60072
 St. Louis, MO 63160

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Leslie.Kemna@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

CONTRACT PERIOD: July 1, 2017 through June 30, 2018

DELIVER SUPPLIES/SERVICES FOB (Free on Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
 2729 Plaza Drive
 Jefferson City, MO 65109

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered at the time their SFS proposal is submitted to the state, the company must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Metro	Bi-State Development Agency of the Missouri-Illinois Metropolitan District
MAILING ADDRESS	
P.O. Box 60072	211 North Broadway, Suite 700
CITY, STATE, ZIP CODE	
St Louis, MO 63160-0072	St Louis, MO 63102-2759

CONTACT PERSON	EMAIL ADDRESS
Tony Moody	AEMoody@metrostlouis.org
PHONE NUMBER	FAX NUMBER
314-982-1400 x2551	314-335-3472
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	4/11/17
PRINTED NAME	TITLE
Kathy S. Klevorn	Sr. Vice President/Chief Financial Officer

Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the State of Missouri desires to establish a contract with Metro to purchase transportation service, bus passes, and tickets on an as needed, if needed basis for the Department of Corrections. The State of Missouri provides no guarantee of quantities.

All requirements, provisions and pricing referenced herein as well as the attached State of Missouri requirements, terms and conditions shall apply and govern all provisions provided under the contract.

Please complete this document as instructed herein including the provision of firm, fixed prices. Your signature is required to confirm your offer to contract for the products and/or services described herein and to confirm your agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding contract shall exist between Metro and the State of Missouri.

The State of Missouri reserves the right to clarify any portion of your response as may be deemed necessary, appropriate, and in the best interest of the State of Missouri prior to finalizing a contract.

Time is of the essence regarding submittal of information relating to this request. Your response to this document is required by Wednesday, February 15, 2017. If you have any questions, you may contact me at 573-751-4887 Leslie.Kemna@oa.mo.gov.

Invoices for services provided for the State of Missouri must be submitted to the address shown on Page 1.

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide transportation services for the Missouri Department of Corrections (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- 1.1.2 The contractor shall perform all services to the sole satisfaction of the state agency.

1.2 Performance Requirements:

- 1.2.1 The contractor shall provide ten (10) two (2) hour pass books.

1.3 Invoicing and Payment Requirements:

- 1.3.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 1.3.2 Invoicing – The contractor shall submit a monthly invoice itemizing services provided as well as the specific purchase order (P.O.) number. Services or goods must be received before payment will be made. The invoice must be submitted to the “bill to” address specified on the purchase order.
- 1.3.3 Payments – Upon approval of the invoice by the state agency, the contractor shall be paid the firm, fixed prices stated on the Pricing Page.
- 1.3.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

1.4 Other Contractual Requirements:

- 1.4.1 Contract - A binding contract shall consist of: (1) this document as signed by Metro and (2) the Division of Purchasing's acceptance by “notice of award”. All Exhibits and Attachments included in this document shall be incorporated into the contract by reference.
 - a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized

representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 1.4.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.4.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 1.4.4 Termination - The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.4.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.4.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the

form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained *if the terms of the contract require any form of transportation services*. The limits of liability for all types of coverage shall not be less than \$2,000,000 per occurrence. The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.

- a. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the State of Missouri as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- b. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

1.4.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.4.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such

specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

1.4.9 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

- 1.4.10 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 1.4.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.
- 1.4.12 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.4.13 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
 - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 1.4.14 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 1.4.15 For Hire License (Class E) - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) receive pay for driving a motor vehicle transporting 14 or fewer passengers or (2) transport property for pay or as part of their job must have a For Hire License (Class E). The vehicle driven must have a 26,000 pounds or less Gross Vehicle Weight Rating (GVWR) or registered weight and not be required to be placarded for hazardous materials.

1. PRICING PAGE

1.5 Transportation Services, Bus Passes and Tickets – Metro shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements stated herein. All costs associated with providing the required services shall be included in the stated prices. (*UNSPSC Code: 78110000*)

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
1	Ten (10) Two (2) Hour Pass Books	\$ <u>30.00</u> Total	\$ <u>TBD*</u> Total	\$ <u>TBD*</u> Total

***Fare changes are subject to board policy and approval.**

1.7 Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor **MUST** disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If YES, mark the appropriate exemption below, and provide the requested details: 1. <input type="checkbox"/> Unique good or service. • EXPLAIN: _____ 2. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country. • Identify foreign country: _____ 3. <input type="checkbox"/> Economic cost factor exists • EXPLAIN: _____ 4. <input type="checkbox"/> Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% • Specify what contract work would be performed outside the United States: _____		



Fares & Passes

Metro transit is all about flexibility, so just as there are many ways and routes to travel, Metro offers many ways to pay. Reading through this section will help you determine which fare option is best for you.

Metro Fare Details

Metro Fare Type	Mode	Current Fare
Cash Base Fare	Bus	\$2.00
Cash Base Fare	Rail	\$2.50
Cash (Reduced Fare)*	Bus	\$1.00
Cash (Reduced Fare)*	Rail	\$1.25
2-Hour Pass/Transfer	System	\$3.00
2-Hour Pass/Transfer (Reduced Fare)*	System	\$1.50
2-Hour Pass (from Lambert Airport)	System	\$4.00
(10) 2-Hour Passes	System	\$30.00
One-Day Adventure Pass	System	\$7.50
Weekly Pass	System	\$27.00
Monthly Pass	System	\$78.00
Monthly Pass (Reduced Fare)*	System	\$39.00
Combo Pass	System	\$98.00
University Semester Pass	System	\$175.00
Metro Call-A-Ride/ADA**	CAR	\$4.00

* Reduced fares require Metro reduced fare permit

** For a complete overview of Call-A-Ride pricing, consult the Call-A-Ride web page.

Children and Senior Fare

Seniors (age 65+), customers with disabilities, customers who possess a medicare ID, and children ages 5-12 can ride Metro for half price. Seniors and customers with disabilities must have a valid Metro, St. Clair County Transit District or Madison County Transit photo ID. Proof of age for children 5-12 years old may be requested. Children 4 years and under ride free.

Two-Hour Transfers and Passes

Unlimited Travel on Metro for Two Hours for One Fair Price

[Buy Tickets](#)

[Trip Planner](#)

[Trip Planner](#)

[MetroBus Schedule](#)

[MetroLink Schedule](#)

[Metro Call-A-Ride](#)

EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; OR
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

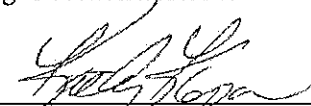
EXHIBIT A, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Bi-State Development Agency, dba Metro (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Kathy S. Klevern
Authorized Business Entity Representative's
Name (Please Print)



Authorized Business Entity
Representative's Signature

Bi-State Development Agency dba Metro
Business Entity Name

4/17/17
Date

AEMoody@metrostlouis.org
E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.


EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now **Kathy Klevorn as Sr. Vice President & Chief Financial Officer** first being duly sworn on my oath, affirm **Bi-State Development Agency dba Metro** is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Bi-State Development Agency dba Metro does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

 _____ <i>Authorized Representative's Signature</i>	Kathy S. Klevorn _____ Printed Name
Sr. Vice President and CFO _____ Title	4-11-2017 _____ Date
ksklevorn@bistatedev.org _____ E-Mail Address	1142616 _____ E-Verify Company ID Number

Subscribed and sworn to before me this 18th of April, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of St. Louis, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 3-17-20.
(NAME OF STATE) (DATE)



Signature of Notary 4-18-17
Date

Sheila Soucy
Notary Public - Notary Seal
State of Missouri
St. Louis County
Commission # 12504814
Expires 3/17/2020

EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Bi-State Development Agency **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

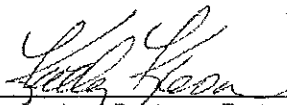
Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: Dept FMDC & DOLIR

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: 3/17/2015

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: B3Z15190 (if known)

Kathy S. Klevorn
Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

Bi-State Development Agency
Business Entity Name

4/14/2017
Date

ksklevorn@bistatedev.org
E-Mail Address

1142516
E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date



Company ID Number: 11815

Client Company ID Number: 1142616

Approved by:

Employer Bi- State Development	
Name (Please Type or Print) <i>Candice L. Hallinger</i>	Title <i>V.P. Organizational Effectiveness</i>
Signature <i>Candice Hallinger</i>	Date <i>11-10-16</i>
E-Verify Employer Agent Form I-9 Compliance, LLC	
Name (Please Type or Print) Andre Gorash	Title
Signature Electronically Signed	Date 11/10/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number: 11815

Client Company ID Number: 1142616

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Bi- State Development
Company Facility Address	211 N. Broadway Suite 700 Saint Louis, MO 63102
Company Alternate Address	211 N. Broadway Suite 700 Saint Louis, MO 63102
County or Parish	SAINT LOUIS
Employer Identification Number	436004283
North American Industry Classification Systems Code	485
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	1



Company ID Number: 11815

Client Company ID Number: 1142616

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

**STATE OF MISSOURI
DIVISION OF PURCHASING (Purchasing)**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of

action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



Welcome
Andre Gorash

Company
Form I-9 Compliance, LLC

User ID
AGOR6008

- HOME
- CASES -
- CLIENTS -**
- PROFILE -
- COMPANY -
- REPORTS -
- WEB SERVICES -
- RESOURCES -
- LOG OUT ↗

Company Information

Client Company Name Bi-State Development	Client Company ID Number 1142616	Doing Business As (DBA) Name --
DUNS Number --		
Physical Location		Mailing Address
Address 1 211 N. Broadway	Address 1 211 N. Broadway	
Address 2 Suite 700	Address 2 Suite 700	
City Saint Louis	City Saint Louis	
State MO	State MO	
Zip Code 63102	Zip Code 63102	
County SAINT LOUIS		
Additional Information		
Employer Identification Number 436004283	Total Number of Employees 2,500 to 4,999	Parent Organization --
Organization Designation		
Client Company Category None of these categories apply		
View / Edit		

NAICS Code 485 - TRANSIT AND GROUND PASSENGER TRANSPORTATION	Total Hiring Sites 1	Total Points of Contact 1
View / Edit	View / Edit	View / Edit

[View MOU Signature Page](#)

[View Original MOU Template](#)

[Return to Company List](#)

[View MOU](#)



Last Login: 04/17/2017 06:40 PM

For more information contact us at 888-464-4218 or E-Verify@dhs.gov.

