



**MISSOURI DEPARTMENT OF TRANSPORTATION  
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION  
 FOR PURCHASES \$3,000 TO \$24,999.99  
 THIS IS NOT AN ORDER**

**REQUEST FOR INFORMAL QUOTATION**

Please quote the lowest prices covering service/product specified and provide all information requested.

TODAY'S DATE:	02/10/2012	<b>QUOTE DUE ON OR BEFORE:</b>	<b>02/15/12; 10:00 AM CST</b>	F.O.B. REQUIREMENTS:	DESTINATION TO JEFFERSON CITY, MISSOURI
<b><u>See attached information for MOVING SCHEDULE</u></b>		<b>QUOTE No:</b>	<b>4-120215FR</b>	BUYER NAME /TELEPHONE NUMBER:	<b>FRANKIE J. RYAN 573-522-9481</b>
Central Office Mailing Address <b>Fax Number:</b>	PO Box 270, Jefferson City, MO 65109 <b>(573) 526-1218</b>	<b>Please fax quotation to (573) 526-1218</b>		<b>SERVICE LOCATION:</b> MoDOT Central Office Building 105 West Capitol Avenue Jefferson City, MO 65102	

**THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT)  
 WILL BE ACCEPTING QUOTES ON KARDEX MOVES.**

**KARDEX DISASSEMBLY AND MOVE:** The contractor shall furnish all labor, materials, supplies, equipment, insurance and supervision needed to complete Kardex disassembly and moves as outlined in the attached "**Kardex List and Move Schedule**", and as described in the attached scope of work. ***Work to be completed by 4:00 p.m., CST, March 15, 2012.***

**ONE TIME MAINTENANCE AND MINOR REPAIR:** See the attached scope of work for this maintenance and minor repair requirement of this project.

**WORK SITE INSPECTIONS:** Inspections may be scheduled by contacting Dale Brandt at (573) 690-4486 or by email at Dale.Brandt@modot.mo.gov.

<b>Company Name:</b>	
----------------------	--

All responses to this Request for an Informal Quotation MUST be submitted on this form and MUST be returned to the Buyer listed above at the Central Office mailing address shown. See attached for conditions and instructions. **Quotation can be faxed to (573) 526-1218.**

**VENDOR INFORMATION**

Vendor Name /Mailing Address:	Vendor Contact Information (including area codes):	
	Phone #:	
	Fax #	
	Cellular #	
Printed Name and Title of Responsible Officer or Employee:	Email	
	Signature:	

RFQ 4-120215FR Kardex Moves Page 1 of 9	<b>Is your firm MBE or WBE Certified?</b>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
--	---	-----	--------------------------	----	--------------------------

## **QUOTE SUBMITTAL**

This solicitation seeks quotes from qualified organizations to provide the services described herein to the Missouri Department of Transportation (MoDOT). ***Your written quote may be faxed back to (573) 526-1218, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified on the front page of this Quote document, at the office of:***

Missouri Department of Transportation  
Attn: Ms. Frankie J. Ryan  
General Services – Procurement and Inventory Management  
830 MoDOT Drive, Jefferson City, MO 65109 (physical location)  
P.O. Box 270, Jefferson City, MO 65102 (mailing address)  
**FAX: 573-526-1218**

## **COMPLIANCE WITH QUOTE REQUIREMENTS**

Failure to comply with the requirements published in this Quote may result in the Quote being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense. ***Failure to comply with the specification requirements may result in Quote being subject to rejection.***

## **VENDOR NAME REGISTRATION**

On all Quote documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State, as applicable. Failure to use the correct firm name on all Quote documents will result in delaying the award.

## **PROOF OF COMPETENCY OF BIDDER**

A bidder may be required to furnish evidence, satisfactory to the General Services (GS) Director's Representative (Representative), that he has sufficient means and experience in the types of work called for to assure completion of the work in a satisfactory manner.

## **NON-EXCLUSIVITY**

The Missouri Department of Transportation reserves the right to obtain like or similar services/products of this or other manufacturers when use of such services/products is deemed in the best interest of MoDOT.

## **DOCUMENT SUBMITTAL REQUIREMENTS**

For the quote to be considered the below attachments and/or documentation must be submitted to this office prior to any purchase order being issued to the winning bidder:

1. Pricing Page (to be signed and submitted with the quote form)
2. Attachment A: Vendor Information & Preference Certification Form (to be signed and submitted with the quote)
3. Attachment B: Applicant Affidavit For Sole-Proprietorship Or Partnership (to be signed & submitted prior to award)
4. Attachment C: Worker eligibility verification affidavit for all MHTC/MoDOT Contract Agreements in Excess of \$5,000 (to be signed & submitted prior to award)
5. Transient Employer Certificate from the Missouri Department of Revenue (out-of-state vendors only; to be submitted prior to award)
6. Authority Certificate from the Secretary of the State of Missouri (to be submitted prior to award)
7. Certificate of No Tax Due from the Missouri Department of Revenue (to be submitted prior to award)
8. Vendor Input/ACH-EFT Application Form (to be submitted prior to award-if applicable)

## **MINORITY AND/OR WOMEN BUSINESS ENTERPRISE PARTICIPATION**

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

### **SCOPE OF WORK**

**Kardex Disassembly:** One (1) Kardex filing unit shall be disassembled and stored (same floor and general location) at the site identified, and during the dates/times identified on the attached "*Kardex List and Move Schedule*" (hereinafter Schedule). No other moving or relocation of this equipment is anticipated for this project. Contractor is to provide all necessary labor, materials and equipment to provide this service. ***MoDOT will not provide any labor, materials or equipment as part of this project.***

**Kardex Moves:** Two (2) Kardex filing units shall be disassembled and moved from their current location to the new location, and during the date/times identified, as shown in the attached Schedule. Each unit shall be reassembled and reinstalled, so they are fully operational by the date shown in the Schedule. **NOTE:** Contractor is to provide all necessary labor, materials and equipment to provide this service. ***MoDOT will not provide any labor, materials or equipment as part of this project.***

During the move, the Representative may inspect the work in progress and after relocation, reassembly and reinstallation is complete, the Representative will conduct a full operational inspection. If the unit(s) is discovered to be lacking any functionality, it shall be immediately corrected by the contractor to the satisfaction of the Representative.

**Definition:** The definition of a *Fully Operational Kardex* shall be as described by the manufacture, Lektriever® Electric Lateral Filing System, at <http://www.kardexremstar.com/content/products/LektrieverELF> as follows:

The KardexRemstar Lektriever Electric Lateral File (ELF) is a series of vertically-arranged rotating shelves (carriers) controlled by an electronic keypad to deliver files to the operator with a push of a button or scan of a bar code. The Electric Lateral File rotates and presents the item for picking to the operator at an ergonomic work counter for easy usage. KardexRemstar Lektriever Electric Lateral File is designed to handle a complete range of media and deliver it to the operator with the push of a button, virtually eliminating wasted walking, searching and bending activities.

**Defective Work:** All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at his expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the Representative, MoDOT may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due from the contractor under this contract. This written notice can be provided by mail, email, fax or other methods deemed appropriate by the Representative.

**Warranty of Relocation and Assembly Services:** The contractor shall warranty the services provided as part of the contract through March 31, 2013. After the Kardex units have been issued final acceptance by the Representative, the contractor agrees that the services provided herein will not result in the Kardex units experiencing functional interruptions during the outlined contract period.

If such functional interruptions are identified, MoDOT will notify the contractor of such issues. If the interruptions are determined to be the result of the work provided by the contractor, the Contractor shall begin work on the repairs of the unit(s) within three (3) working days of the Representative's written notice. This written notice can be provided by mail, email, fax or other methods deemed appropriate by the Representative. The Representative will provide the contractor with the work timeline and completion schedule upon such contact.

**One-Time Maintenance and Minor Repair Service:** Within thirty (30) calendar days before the end of contract the contractor will return to Jefferson City, Missouri, in order to perform general maintenance and minor repairs (lubrication, parts adjustment, replacement of a fastener, etc., as necessary) to the two (2) relocated Kardex units. If other than minor repairs are anticipated or have been pre-determined by the Representative to be required, the contractor will be notified prior to the time/date scheduled for this service. The Representative will coordinate such times/dates for this service with the contractor.

**Liquidated Damages:** Please refer to the *Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions* for additional information on liquidated damages.

**Insurance:** Please refer to the *Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions* for additional information regarding insurance requirements for this work.

**Final Acceptance:** Completion of work will be based on final acceptance when each Kardex disassembly, relocation, reassembly and reinstallation is complete to the satisfaction of the Representative. MoDOT will not accept "substantial completion" as a basis for completion or acceptance.

**Annual Wage Order:** The awarded contractor shall be required to comply with the wages as fixed by the Missouri Department of Labor and Industrial Relations (DOLIR), Annual Wage Order No. 18, attached herein.

## Excessive Unemployment and Restrictive States

### "EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. **(See Sections 290.550 through 290.580 RSMo).**

*Restrictive states are as follows:* Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

**Payments:** A payment invoice for the disassembly, relocation and reassembly services noted herein may be submitted by the contractor upon the Representative's issuance of a final acceptance of the work. The payment invoice for the annual maintenance and minor repair can be submitted by the contractor after this service has been provided and received the approval of the Representative. However, unless otherwise approved by the Representative, the invoice for this maintenance/repair must be submitted for processing on or before March 31, 2013.

~ This section of the page intentionally left blank. ~

**PRICING TABLE**

Sign below where indicated and submit as indicated with the quote signature page and other required documents.

**COSTS:** All costs associated with supplying these services must be included in the unit prices. This includes, but is not necessarily limited to labor, travel, per diem, insurance, materials, etc.

**AWARD:** For the purpose of this quote, all items will be awarded on an “All or None” basis. *Bidder must quote on all items listed on the pricing page* in order to be considered for award.

**~ DO NOT COMBINE ANY OF THE LINE ITEMS TOGETHER AS ONE COST ~**

Each line item *must* have an individual cost noted on the table. **Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for quote results.**

ITEM	DESCRIPTION	PRICE
1	Relocate two (2) Kardex units as noted herein	\$
2	Disassemble and leave on-site one (1) Kardex unit as noted herein	\$
3	One time annual maintenance and minor repair for two (2) relocated Kardex units as noted herein	\$
<b>GRAND TOTAL</b>		<b>\$</b>

**Name of the Bidders Firm:** \_\_\_\_\_

\_\_\_\_\_  
Name & Signature of Contractor’s Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**ATTACHMENT A**  
**VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**  
**Vendor Information**  
**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

**Preference Certification**  
**All bidders must furnish ALL applicable information requested below**

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

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

**ATTACHMENT B:**  
**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
(a separate affidavit is required for each owner and general partner)

**IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED PRIOR TO ANY FINAL CONTRACT EXECUTION.**

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

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

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

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

I am classified by the United States of America as: (check the applicable box)  
\_\_ a United States citizen. \_\_ an alien lawfully admitted for permanent residence.

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

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

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

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

\_\_\_\_\_  
Affiant Signature  
Applicable Federal Identification Number

\_\_\_\_\_  
Affiant's Social Security Number or

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

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

My commission expires:





## KARDEX LIST AND MOVE SCHEDULE

DISASSEMBLE, MOVE & REASSEMBLE (2 units)		Current Location in Jefferson City, MO	Final Location in Jefferson City, MO	Miles Between Locations	Model	Size	Carriers	Trays/Carriers	Total Trays
*Begin	Complete								
March 5, 2012	March 15, 2012	2217 St. Mary's Boulevard-1st floor	105 West Capitol Avenue, 2nd floor (up one flight of stairs)	3	Series 80	8.5' x 10'	18	7	126
March 5, 2012	March 15, 2012	2217 St. Mary's Boulevard-1st floor	105 West Capitol Avenue, 2nd floor (up one flight of stairs)	3	Series 2000	8.5' x 10'	18	7	126
<b>DISASSEMBLE ONLY (1 unit)</b>		2217 St. Mary's Boulevard-1st floor	Same floor and general location at the identified site	0	Series 80	8.5' x 10'	18	7	126
March 5, 2012	March 15, 2012								
<i>* Work to begin on March 5, 2012, after 5:00 p.m., CST.</i>									
<b><u>WORK SCHEDULE</u></b>									
1. Disassembly and relocation to be accomplished between the hours of 5:00 p.m. and 7:00 a.m., CST.									
2. Reassembly may be performed during regular work hours of 7:00 a.m. to 5:00 p.m., CST. Contractor shall minimize noise and other disruptions during this phase of the work.									
3. Upon request to, and approval by the Representative, the contractor will be allowed to perform work on Saturdays and Sundays.									

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Prohibition Of Employment Of Unauthorized Aliens**

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/qc_1185221678150.shtm).

- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this solicitation document.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this solicitation document.

**Prevailing Wage**

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Cole County, Missouri. The **Annual Wage Order #18** is attached to the bid documents.
- c. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

**Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

**Official Holidays**

- a. No deliveries and/or work will be done on **Saturdays, Sundays and holidays** unless specifically authorized by the MoDOT Representative.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

**Temporary Suspension of Work**

- a. The MoDOT Representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the Representative, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the work within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of One Hundred Dollars (\$100) per day**, for each assessable calendar day on which the work has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.