

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
 GENERAL SERVICES
 830 MoDOT DRIVE – P.O. BOX 270
 JEFFERSON CITY, MO 65102

REQUEST NO.	5-111014FR		
DATE	October 3, 2011		
PAGE NO.	1	NO. OF PAGES	9

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM CDST, October 14, 2011

AND THEN PUBLICLY OPENED AND READ.

BUYER: FRANKIE J. RYAN **BUYER TELEPHONE:** 573-522-9481

SUPPLIES OR SERVICES

This document solicits competitive sealed bids from qualified firms to provide the Missouri Department of Transportation (MoDOT) with Lab Testing Services.

The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

NOTE: Bidder should carefully review Exhibit I for information to submit in response to this RFB.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above request for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items or services outlined herein.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Email: _____	By (Signature): _____
	Type/Print Name _____
Form E-103 (Rev. 11-04)	Title: _____

BID SUBMITTAL:

Your written bid must be mailed in a sealed envelope or box, 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 bid document*, at the office of the **Buyer of Record**:

Ms. Frankie Ryan
Missouri Department of Transportation
General Services – Procurement and Inventory Management
830 MoDOT Drive (physical address; zip 65109)
P.O. Box 270 (mailing address; zip 65102)
Jefferson City, MO

All documents must be sealed and the outermost wrapping clearly marked "**Lab Testing Services**". Also, please put the name of the Buyer of Record on the outermost, sealed envelope/package.

OPEN COMPETITION / REQUEST FOR CLARIFICATIONS:

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record from MoDOT, unless the RFB specifically refers the bidder to another contact. **Such communication should be received at least three (3) working days prior to the official bid opening date.**

Bidders are cautioned that the only official position of MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

CONTRACT PERIOD:

The contract period is anticipated to begin from the issuance date of MoDOT's notice to proceed with to the awarded provider (hereinafter referred to as **Lab**) and to continue through October 31, 2012.

RENEWAL PERIOD:

MoDOT shall have the right to renew the contract with the Lab for two (2) additional one-year periods, or any portion thereof. This decision will require mutual written consent of MoDOT and the Lab. In the event MoDOT exercises this right, all renewals will be in accordance with the terms and conditions of the original contract and any amendments thereof.

CONTRACT PRICE ESCALATION:

In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

VENDOR NAME REGISTRATION:

On all bid 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.

INVOICING AND PAYMENT REQUIREMENTS:

The Lab shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

The Lab shall understand and agree MoDOT reserves the right to make contract payments to the Lab through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Lab must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

The Lab invoice must be on the Lab's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the Lab to properly apply state payments to invoices. The Lab must comply with all other invoicing requirements stated in the RFB.

The Lab shall be paid in accordance with the firm, fixed prices outlined on the attached pricing page. Other than the payment specified above, no other payments or reimbursements shall be made to the Lab for any reason whatsoever.

NON-EXCLUSIVITY:

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

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the Bidder's submittal being subject to rejection.

REQUIRED COMPETENCIES TO BE MET BY THE LAB, SUPPORTING DOCUMENTATION TO BE SUBMITTED AND ADDITIONAL INFORMATION

REQUIRED ANALYSES:

The Lab must be able to run Environmental Protection Agency (EPA) SW846 analytical methods currently required for regulatory compliance by EPA and the Missouri Department of Natural Resources (MDNR) in the following areas for both soil and water matrices: petroleum, hazardous waste, pesticides, herbicides, water quality standards, drinking water and unknown material identification.

This will require an ability to analyze VOA, Semi-VOA, PAH, TPH, pH, flashpoint, chlorides, oil and grease, pesticide, herbicide, PCBs, TCLP metals, and others. All standards required by the method as well as MDNR for QA/QC, sample delivery and holding times must also be met.

The Lab must have the ability to conduct laboratory analyses sufficient to meet Missouri Department of Natural Resources (DNR) compliance requirements for the Water Pollution Control Program, Hazardous Waste Program, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and Risk Based Corrective Action (RBCA) programs.

NOTE: The Lab will be required to submit certifications, licenses, or any other information that will document the Lab's adherence to these requirements. This information, as well as the other required information outlined herein, will be reviewed and verified by MoDOT. MoDOT reserves the sole right to determine if the documentation meets these requirements.

DELIVERY OF SAMPLES TO THE LAB:

All deliveries of samples to be tested by the Lab will be delivered using MoDOT personnel and resources. Unless otherwise requested by MoDOT, the Lab will not be required to provide delivery and/or shipping services for these samples.

GEOGRAPHIC LOCATION REQUIREMENT:

The awarded Lab must meet the criteria for location of the Lab to MoDOT’s building located at 601 West Main Street, Jefferson City, MO. This restriction is put into place in order to accommodate for MoDOT’s use of department personnel to make sample deliveries immediately upon determination of testing necessity.

1. The Lab must be located no more than approximately seventy (70) driving miles from the above Jefferson City location.

MoDOT will use the distances as obtained from MAPQUEST, or any other appropriate source, with the Jefferson City location as the starting point. MoDOT reserves the right to determine if the Lab meets this criteria, as determined to be in the best interests of MoDOT.

ADDITIONAL REQUIRED DOCUMENT SUBMITTALS AND QUALIFICATION REQUIREMENTS:

The awarded Lab must provide the below listed documents and/or information as part of the bidding and/or award process. **Please refer to Exhibit I “Document Submittal Checklist Page” for additional detail and information:**

- Authority Certificate from the Secretary of the State of Missouri
- Proof of Lawful Presence For Sole - Proprietorships and Partnerships
- Non-Employment of Unauthorized Aliens
- Certificate of No Tax Due
- Vendor Input/ACH-EFT Application Form
- Vendor Information and Preference Certification Form

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EXHIBIT I
DOCUMENT SUBMITTAL CHECKLIST PAGE

Please use this form to indicate that the required information is being submitted, as noted herein. This form also provides information on when specific information or documentation must be provided by the Bidder. Please complete, **sign where indicated below**, and submit with your signed bid form (1st page of the bid document) and completed, signed pricing page.

- Required Analyses:** Submit certifications, licenses, or any other documentation noted herein, with your submittal to document compliance with DNR requirements. Submit these with your bid documents.
- Geographic Location:** Provide verification documents, as noted herein, with your bid documents.
- Certificate from the Secretary of the State of Missouri** (to be submitted as part of the award process): If you need assistance with this please call the Secretary of State's Office at (573) 751-4153. Your firm must be registered to do business in Missouri.
- Proof of Lawful Presence For Sole Proprietorships and Partnerships** (to be submitted as part of the award process): See *Attachment A* for the form.
- Non-Employment of Unauthorized Aliens** (to be submitted as part of the award process): See *Attachment B* for the form.
- Certificate of No Tax Due** (to be submitted as part of the award process): The Missouri Department of Revenue will issue the "Certificate of No Tax Due" letter if you are properly registered to collect and have properly remitted sales and/or use tax, *or if it determines you are not making retail sales in Missouri*. **You may obtain this certificate by contacting the DOR, Division of Taxation & Collection, at (573) 751-9268.**
- Vendor Input/ACH-EFT Application Form** (to be submitted as part of the award process): Please complete the form and submit it with your other documentation. The Vendor Input/ACH-EFT Application Form will allow the State of Missouri to set up a vendor number for your company and allow payment to be directly deposited in your account. Click on the following link to access the form electronically:

http://oa.mo.gov/acct/pdffiles/vendor_input_ach_eftd.pdf
- Vendor Information and Preference Certification Form** (to be signed and submitted with your bid documents). See *Attachment C* for the form.

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

PRICING PAGE

Please provide the cost for each of the below listed tests. Please sign and date where indicated below and submit with your other bid documentation.

Tests	Cost per Sample Tested	Number of Days for Test Results to be Submitted (in calendar days)	Percentage of Increase on Cost per Sample for Expedited Results	Number of Days for Expedited Test Results to be Submitted (in calendar days)
Total Petroleum Hydrocarbons (GRO, DRO, ORO)	\$		%	
Pesticides	\$		%	
VOCs	\$		%	
pH	\$		%	
Flashpoint	\$		%	
Paint Filter Liquids Test	\$		%	
TCLP metals	\$		%	
VOA	\$		%	
Semi VOA	\$		%	
PAH	\$		%	
Chlorides	\$		%	
PCBs	\$		%	
Herbicides	\$		%	
Oil and Grease	\$		%	
Drinking Water Standards	\$		%	
Water Quality Analysis	\$		%	
Identification of Unknowns	\$		%	
GRAND TOTAL COST	\$			

RENEWAL INFORMATION: The Bidder shall provide below the maximum percentage of increase and the maximum percentage of decrease for each renewal period. **Please note: if the Bidder does not provide a percent of increase/decrease for each renewal period, MoDOT will assume the renewal percentage is zero percent (0%) for that renewal period.**

1st Renewal Period: _____% of maximum *increase* _____% of maximum *decrease*

2nd Renewal Period: _____% of maximum *increase* _____% of maximum *decrease*

AWARD INFORMATION: Award will be made to the Bidder with the lowest Grand Total Cost, meeting the required competencies stated herein. In order to be considered for award, ***THE BIDDER MUST BID ON ALL LINE ITEMS IN THE PRICING TABLE. EXPEDITING PERCENTAGE AND RESULT SUBMITTAL:*** This is being requested by MoDOT as informational only. This information will not be considered as part of the award criteria and is subject to negotiation between MoDOT and the Lab when such services are requested.

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

ATTACHMENT B

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS SOLICITATION.

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 a person whose name is subscribed to this affidavit, 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 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed
title business name
and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

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

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #: Signature:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - 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: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

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
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
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: <ol style="list-style-type: none"> 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. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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 (6th) 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.

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

MBE and WBE Participation

- a. 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.

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. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.

Subcontracting and Transfer/Assignment of Contract:

- 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/gc_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 document, attached as Attachment B.

- 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 document, attached as Attachment A.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work.

Official Holidays

- a. 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

- b. 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**.