

BID FORM

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

REQUEST NO. 5-141009LK
DATE September 18, 2014

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

October 9, 2014 at 2:00 PM, Local Time

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**QUOTATIONS TO BE BASED F.O.B. MISSOURI
DEPARTMENT OF TRANSPORTATION**
Submit net bid as cash discount stipulations will not be considered

Various Locations in Missouri

BUYER:	Leann Kottwitz, Sr. GS Specialist	BUYER TELEPHONE:	573-751-3685
BUYER EMAIL:	Leann.Kottwitz@modot.mo.gov		

SUPPLIES OR SERVICES

The Missouri Department of Transportation is seeking bids from qualified bidders to provide
Vehicle/Equipment Disposal duties for a contract period from November 1, 2014 through October 31, 2015.

****NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Email Address: _____	By (Signature): _____
	Type/Print Name _____
	Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 The purpose of this Request For Bid (RFB) is to solicit competitive sealed bids from bidders to provide vehicle/equipment disposal duties for MoDOT's district offices (Attachment B) in accordance with the requirements stated herein. Each bid must be mailed in a sealed envelope to the RFB Coordinator indicated below. Bids can also be hand-delivered in a sealed envelope to the RFB Coordinator. All questions regarding the RFB shall be submitted to Leann Kottwitz. Bids must be returned no later than 2:00 p.m., local time, October 9, 2014.

RFB Coordinator

Leann Kottwitz, Senior General Services Specialist
Missouri Department of Transportation (Mailing Address)
General Services, Procurement
P.O. Box 270
Jefferson City, MO 65102

Leann Kottwitz, Senior General Services Specialist
Missouri Department of Transportation (Physical Address)
General Services, Procurement
830 MoDOT Drive
Jefferson City, MO 65109

Phone: 573-751-3685

E-mail: leann.kottwitz@modot.mo.gov

1.2 General Information:

1.2.1 Organization – This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Sheet(s)
- 5) Exhibits

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The bidder shall provide vehicle/equipment disposal duties on an as needed, if needed basis for the Missouri Department of Transportation's (MoDOT) ten locations (Attachment B), in accordance with the provisions and requirements stated herein.
- 2.1.2 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

2.2 Specific Requirements:

2.2.1 Internet Disposal

(I.e. equipment/vehicles remain on MoDOT property until they are sold)

- 2.2.2 Bidder is to advertise vehicles/equipment being offered for sale (all MoDOT surplus vehicles/equipment must be offered to the public; they cannot be sold on private auction sites)
- 2.2.3 All internet disposal sales of vehicles/equipment are deemed to be "as is/where is".
- 2.2.4 The bidder shall provide the following information electronically, via Microsoft Excel spreadsheet, within three (3) business days from date of sale. This spreadsheet shall be submitted to the following:

Aaron.Utrecht@modot.mo.gov

MoDOT#
Make, Model, and Model Year
Vehicle Identification Number (VIN#)
Gross Sale Price (includes all fees, buyer premiums, etc...)
Net Price (funds MoDOT will receive after all fees are deducted)
Buyer Name
Buyer Address
Buyer Telephone #
Buyer Email address
Date Sold
Copy of the Bill of Sale (if applicable)

- 2.2.4 Bidder shall submit payment to MoDOT (deducting all applicable fees prior) and include a copy of the surplus sale information identified above along with the payment prior to MoDOT releasing possession of the vehicle/equipment to Buyer or Buyer's Representative, as provided for herein.
- 2.2.5 Bidder shall require the Buyer to contact the MoDOT District Disposal Coordinator (Pages 9-10) to arrange a time to pick up the item (s) purchased.
- 2.2.6 The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the vehicles/equipment. Under no circumstances will the Missouri Department of Transportation assume responsibility for packing, loading or shipping. Vehicles/equipment may be removed between the hours of 9:00a.m. and 2:00p.m.,

Monday through Friday, excluding legal, federal and Missouri state holidays.

- 2.2.7 Before releasing a unit to the Buyer or authorized representative, MoDOT will require the following:
Proof of Identification
Proof of Purchase (copy of receipt or Bill of Sale)
- 2.2.8 It is the bidder's responsibility to ensure all MoDOT requirements are communicated to and complied by the Buyer or the Buyer's authorized representative.
- 2.2.9 If a Buyer's representative arrives to pick up the vehicle/equipment, he/she must provide the following before the item will be released:
Proof of Identification
Proof of Purchase (copy of receipt or Bill of Sale)
Proof of Authority of Representation from the Buyer in a form acceptable to MoDOT. Any such authority shall specifically describe the exact vehicle/equipment that is being released. (VIN#, make, model, etc...) This authorization must be notarized.
- 2.2.10 MoDOT representative will sign the Certificate of Title (if applicable) and fill in the sale information and odometer reading upon the release of the vehicle/equipment.

Auction Facility Disposal

(i.e. vehicles/equipment are removed from MoDOT property and delivered to the bidder's place of business to be sold during a live auction)

- 2.3.0 The bidder shall receive the following from MoDOT:
- a. Unit Condition Report providing mechanical and appearance condition (if not provided by bidder)
 - b. Reserve Price (if applicable)
 - c. Date vehicles/equipment will be available for sale
- 2.3.1 MoDOT and the bidder shall make arrangements to deliver the vehicles/equipment to the Dealer Site. MoDOT reserves the right, in its sole discretion, to direct the bidder to pick up vehicles/equipment from a MoDOT facility for transport to the auction facility site. If MoDOT exercises this right, the bidder shall comply with all the terms and conditions governing the transportation of the vehicles/equipment to the auction site at as specified by MoDOT to the bidder at the time the transportation arrangement are made between MoDOT and the bidder.
- 2.3.2 Bidder is to advertise vehicles/equipment items being offered for sale. All MoDOT vehicles/equipment surplus items must be offered to the public; they cannot be sold on private auction sites.
- 2.3.3 Signing of titles of vehicles/equipment, when applicable, will be the responsibility of MoDOT. MoDOT, in its sole discretion, reserves the right to delegate this responsibility to the bidder upon the bidder's agreement as such agreement shall be documented in writing in delegation documents prepared by MoDOT and provided to the bidder. If the responsibility to sign the title is assigned by MoDOT to the bidder, the bidder shall not sign title and shall not release possession of the vehicle/equipment to the buyer until the bidder has completed the transfer of funds on the payment method used by the buyer and has collected available funds on such payment.
- 2.3.4 The bidder shall provide the following information electronically, via Microsoft Excel spreadsheet, within three (3) business days from date of sale. This spreadsheet shall be submitted to the following:

Aaron.Utrecht@modot.mo.gov

MoDOT#
Make, Model, and Model Year
Gross Sale Price (includes all fees, buyer premiums, etc...)
Net Price (funds MoDOT will receive after all fees are deducted)
Buyer Name
Buyer Address
Buyer Telephone #
Buyer Email address
Date Sold
Copy of the Bill of Sale (if applicable)

2.3.5 Bidder shall submit payment due to MoDOT (sales proceeds less all applicable fees) and include a copy of the information above along with the payment. Payment shall be made to MoDOT no more than 15 calendar days after bidder collects the funds from the buyer's payment method.

2.3.6 The length of time MoDOT vehicles/equipment remain at a bidder's auction facility is to be negotiated on a case-by-case basis between MoDOT and the bidder.

2.4 Other Contractual Requirements:

2.4.1 Contract Period - The contract shall commence from November 1, 2014 until October 31, 2015 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "5-141009LK Equipment Disposal".

a. Product information, brochures, etc. should be sent electronically to the MoDOT buyer's e-mail address provided on page 1 of the document.

3.1.2 All bids must be received at the following address no later than October 9, 2014 at 2:00 p.m., local time.

**Leann Kottwitz, Senior General Services Specialist
Missouri Department of Transportation (Mailing Address)
General Services, Procurement
P.O. Box 270
Jefferson City, MO 65102**

**Leann Kottwitz, Senior General Services Specialist
Missouri Department of Transportation (Physical Address)
General Services, Procurement
830 MoDOT Drive
Jefferson City, MO 65109**

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. 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 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.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the 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.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Contract Award – This is a Multiple Award bid and contracts will be awarded to the bidders that meet the requirements from section 2.2 through paragraph 2.3.5 of this document (Pages 4-6). Additional contracts may be awarded throughout the contract period if additional bidders become available.

Pricing Page

Item # 1 Vehicles/Equipment Disposal Services, NET PRICE to any District in the State of Missouri, in care of the District General Services Manager (See page 20).

	DESCRIPTION	Price
	Preparation/detail of on-road vehicles/equipment, if applicable	
	Preparation/detail of off-road vehicles/equipment, if applicable	
	Marketing/advertising of vehicles/equipment, if applicable	
	Fee for transporting on-road vehicles/equipment to auction facility	
	Fee for transporting off-road vehicles/equipment to auction facility	
	Fee for combination Internet/Live Auction, if applicable	
	Fee for condition reports for sales at auction facility sites	
	Commission fee for on-road vehicles/equipment	
	Commission fee for off-road vehicles/equipment	
	<i>Please list any bidder-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1		
Option 2		
Option 3		

Please submit a complete list of duties/services with detailed pricing information your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all duties/services options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **current contract prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the current contract period.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

3rd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

Exhibit A

Cooperative Procurement

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer equipment disposal duties listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the equipment disposal duties meeting the Department requirements. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

Exhibit B
MoDOT District Contact Information

District/Address	GS Manager
<u>CENTRAL OFFICE</u> 830 MoDOT Drive Jefferson City, MO 65109	Jeannie Wilson Work: (573) 526-1199 Cell: (573) 690-5170 <u>jeannie.wilson@modot.mo.gov</u>
<u>NORTHWEST DISTRICT</u> 3602 N. Belt Highway St. Joseph, MO 64506	Danny Rosenbohm Work: (816) 387-2466 <u>danny.rosenbohm@modot.mo.gov</u>
<u>NORTHEAST DISTRICT</u> 1711 S. Highway 61 Hannibal, MO 63401	Roy Hogsett Work: (660) 385-8274 Cell: (573) 248-7917 <u>roy.hogsett@modot.mo.gov</u>
26826 US Hwy 63 Macon, MO 63552	Same as above
<u>KANSAS CITY DISTRICT</u> 600 NE Colbern Road Lee's Summit, MO 64086	Joey Hinton Work: (816) 347-4101 Cell: (816) 590-8588 <u>joseph.hinton@modot.mo.gov</u>

<p><u>CENTRAL DISTRICT</u> 1511 Missouri Blvd. Jefferson City, MO 65102</p>	<p>Coleen Welter Work: (573) 751-3660 Cell: (573) 690-6743 coleen.welter@modot.mo.gov</p>
<p><u>ST. LOUIS DISTRICT</u> 1590 Woodlake Dr. Chesterfield, MO 63017</p>	<p>Scott Boyer Work: (314) 301-1422 Cell: (314) 220-3103 scott.boyer@modot.mo.gov</p>
<p><u>SOUTHWEST DISTRICT</u> 3025 E. Kearney P.O. Box 868 Springfield, MO 65801</p>	<p>John Sinclair Work: (417) 829-8033 Cell: (417) 529-3669 john.sinclair@modot.mo.gov</p>
<p>2915 Doughboy Dr. Joplin, MO 64804</p>	<p>Same as above</p>
<p><u>SOUTHEAST DISTRICT</u> 2675 N. Main Street P.O. Box 160 Sikeston, MO 63801</p>	<p>Jacky Traw Work: (573) 472-5215 Cell: (573) 380-3660 jacky.traw@modot.mo.gov</p>
<p>3956 E. Main Willow Springs, MO 65793</p>	<p>Same as above</p>

EXHIBIT D

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

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, 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

Affiant's Social Security Number or Applicable Federal Identification Number

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

Notary Public

My commission expires:

**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.
- 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 MWBEs. 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.

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

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

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.

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 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.shtml
 - 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 Exhibit C.
- 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 Exhibit D.