



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

**REQUEST FOR QUOTATION**

IT IS THE VENDOR'S RESPONSIBILITY TO READ AND COMPLY WITH ALL CONDITIONS, SPECIFICATIONS, AND INSTRUCTIONS OUTLINED IN THIS DOCUMENT. THIS DOCUMENT AND ANY SUBSEQUENT ATTACHMENTS SHALL SUPERSEDE ALL CONFIRMATION FORMS, RECEIPTS, OR ANY OTHER PAPERWORK NEEDED TO SECURE MATERIALS, EQUIPMENT OR SERVICES.

TODAY'S DATE: JANUARY 27, 2011	<b>QUOTE DUE BY: FEBRUARY 10, 2011 1:00 PM, LOCAL TIME</b>	F.O.B. REQUIREMENTS: <b>DESTINATION</b>
TO BE DELIVERED/COMPLETED: BI-YEARLY, AND WITHIN (24) HOURS IN EMERGENCY SITUATIONS	<b>QUOTATION No: D7-11-027</b>	<b>BUYER NAME: CHRIS STEPHENS TELEPHONE NUMBER: 417-621-6355 FAX NUMBER: 417-629-3226</b>
District Mailing Address/Facsimile #: Missouri Department of Transportation 3901 East 32 <sup>nd</sup> Street Joplin, MO 64804 Fax Number: 417-629-3226	<b>Delivery Locations: District 7 Offices / General Services Garage</b>  <b>Please Fax the completed RFQ to 417-629-3226 or email to: <a href="mailto:Christina.Stephens@modot.mo.gov">Christina.Stephens@modot.mo.gov</a></b>	

**Preventive Maintenance of Sectional Bay Doors**

The Missouri Department of Transportation located at 3901 East 32<sup>nd</sup> Street, Joplin, MO is requesting quotations for fixed pricing for services of Preventive Maintenance, including inspections, adjustments and repairs of (13) sectional over head bay doors located at the General Services garage. This Price agreement for preventive maintenance of the sectional bay doors shall begin February 1, 2011 (or date contract is awarded) and end January 31, 2012, with the option for three (3) one year extensions provided both parties agree. Quotations may be faxed to the attention of Chris Stephens, fax number 417-629-3226 or emailed to [Christina.stephens@modot.mo.gov](mailto:Christina.stephens@modot.mo.gov).

The Services Shall include the following:

- Each Sectional Overhead Door Opening shall receive a comprehensive maintenance and safety inspection
- Services shall include inspection, tightening, lubrication and/or adjustment of all sections, door alignment, hinges, hardware, cables, drums, track and track fasteners, springs, rollers, bearings and chain hoists.
- Services of Operators shall include the inspection, tightening, lubrication and/or adjustment of all limit switches, belts, brakes, clutches, sprockets, mounting, disconnects roller chains, bearings and safety devices.
- A detailed Inspection Checklist shall be completed for each sectional door opening, noting any safety issues or recommended repairs.
- The Inspection Checklist shall be submitted to the General Services Manager for review and approval of any/all repairs. Whenever possible the authorized repairs shall be done at the time of the inspections.

The Services shall include safety and operational inspections of each door. In addition, making all required adjustments and lubrication of all appropriate parts and wiped clean upon completion. The contractors shall submit a completed inspection checklist for each door with parts that need repairs/replacement and labor cost to the GS Manager. Upon the GS Manager's approval all required repairs shall then be completed. The maintenance and safety inspections shall be performed either once a year or twice a year (please quote both ways). The dates of these inspections shall be scheduled with the General Services Manager (2) weeks in advance of the actual date of services. The contractor shall include price listing of parts that may need to be replaced within this quote and any discounts that may be offered to MoDOT. Please include your cost per hour for labor. MoDOT shall receive priority service scheduling under this contract.

If checked, the following item is a provision of this quotation.

<input type="checkbox"/>	If this quotation is accepted, the quoting firm will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations for each affected craft and type of workmen. The current General Wage Order may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.
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Company Name:	
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**All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.**

**VENDOR NOTES**

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

Is your company registered/certified with the State of Missouri as a (please circle):			
<b>Is your firm MBE Certified?</b>	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
<b>Is your firm WBE Certified?</b>	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Would your company like information on becoming a registered/certified MBE/WBE vendor?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>

<b>List all agencies your firm is currently certified with?</b>	
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**All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

**CERTIFICATE OF GOOD STANDING**  
 The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected

**RsMO 34.040.6 COMPLIANCE**  
 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

**ROMs 285.530 COMPLIANCE**

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by Submitting a completed, notarized copy of EXHIBIT A, AFFIDAVIT OF WORK AUTHORIZATION and providing documentation affirming the bidder's/offerer's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm). The E-Verification Memorandum of Understanding will be required to be supplied by the winning contractor (only) no later than 10 days after notice of award, the Affidavit will be required with your bid response.

**INVOICES**

The winning vendor shall submit invoices to:

**Missouri Department of Transportation  
3901 E. 32<sup>nd</sup> Street  
Joplin, MO 64804**

**NOTE: Electronic Invoicing is preferred; you may now submit your invoices to:  
[D7Invoices@modot.mo.gov](mailto:D7Invoices@modot.mo.gov).**

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.

"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 bid results".

*We value your input and are conducting an annual survey to determine how well we work with you to deliver transportation services. To keep your feedback confidential, we use an outside firm to help us with this survey. The summary report we receive contains no names or organizations, giving us an independent assessment of how we're doing.*

*We invite you to take this survey by logging on to our bidding website:  
<http://www.modot.org/gsbidding/> and clicking on "Click Here to Take Survey" right below*

**PRICING SHEET**

**(1) INSPECTION, ADJUSTMENTS, LUBRICATION, GENENERAL PREVENTIVE MAINTENANCE - 13 SECTIONAL OVERHEAD DOORS**

\$ \_\_\_\_\_  
**(PER VISIT – ANUALLY)**

**(2) INSPECTION, ADJUSTMENTS, LUBRICATION, GENENERAL PREVENTIVE MAINTENANCE - 13 SECTIONAL OVERHEAD DOORS**

\$ \_\_\_\_\_  
**(PER VISIT – SEMIANNUALLY)**

**(3) PARTS COSTS**

**DOOR HARDWARE**

HINGES	\$ _____
HARDWARE	\$ _____
CABLES	\$ _____
DRUMS	\$ _____
TRACKS	\$ _____
TRACK FASTENERS	\$ _____
SPRINGS	\$ _____
ROLLERS	\$ _____
BEARINGS	\$ _____
CHAIN HOISTS	\$ _____
OTHER	\$ _____

**OPERATORS**

SWITHCES	\$ _____
BELTS	\$ _____
BRAKES	\$ _____
CLUTCHES	\$ _____
SPROCKETS	\$ _____
MOUNTING	\$ _____
DISCONNECTS	\$ _____
ROLLER CHAINS	\$ _____
BEARINGS	\$ _____
SAFETY DEVICES	\$ _____
OTHER	\$ _____

**PERCENTAGE DISCOUNTS ON PARTS (If applicable) %** \_\_\_\_\_

**COST PER HOUR FOR LABOR ON REPAIRS \$** \_\_\_\_\_

**COST PER HOUR FOR LABOR ON REPAIRS –EMERGENCY CALLS \$** \_\_\_\_\_

**OTHER COSTS (Define these costs if applicable) \$** \_\_\_\_\_

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

**EXHIBIT A**

**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)

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, and/or empowered to act officially and properly on behalf of this business entity.  
title business name

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:

**EXHIBIT B**

**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:

## 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 procedures for soliciting and receiving bids and for awarding contracts applicable 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**

#### **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 purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.

#### **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 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.
- 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 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.. Contractors should apply the same preferences in selecting subcontractors.
- 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
- c. obtain 10% MBE and 5% WBE participation.

#### **Cancellation of Contract**

The MHTC may cancel the Agreement 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.

### **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. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

### **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.

### **Award**

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

***"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 bid results"***

### **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/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/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 Exhibit A.

- 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 B.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND  
RETURN THE FOLLOWING “NO QUOTE FORM” TO ASSIST THE  
PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.  
THANK YOU**

**NO QUOTE**

**Date:** \_\_\_\_\_

TO: Missouri Department of Transportation – District 7  
General Services (Procurement) Division  
3901 E. 32<sup>nd</sup> Street  
Joplin, MO 64804  
(417) 629-3226-Fax

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our Company is submitting “No Quote” on RFQ# \_\_\_\_\_ for the reason(s) indicated

- Product or service is not available or cannot meet the required specifications
- Other obligations - cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name for your bidder’s list for this product service