



The Board of Governors of Missouri State University  
 Office of Procurement Services  
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 Springfield, MO 65897  
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**REQUEST FOR QUOTATION (RFQ) 8215-20**  
**October 30, 2023**  
**TOP RUNNING, SINGLE GIRDER, DUAL MOTOR OVERHEAD BRIDGE CRANE**  
**QUANTITY TWO (2)**

This document constitutes a request for **SEALED** proposals from qualified contractors to provide two (2), 5-ton top-riding single bridge crane systems for Missouri State University in accordance with the requirements, terms, and conditions of this Request for Quotation.

**Date and Time Returnable: 3:00 p.m. (CST) on Monday, November 20, 2023**  
**Bid response MUST be mailed or hand-delivered. To: Missouri State University**  
**Procurement Services, 901 South National, Carrington Hall – Room 106, Springfield, MO**  
**E-mail bids are not acceptable to this bid response.**

By signing below and submitting a response to this RFQ, the Contractor agrees to furnish items and/or services pursuant to all requirements and specifications contained in this RFQ, upon either the receipt of an authorized purchase order from Missouri State University or receipt of a countersigned copy of the RFQ.

Either occurrence shall be agreed by the parties as forming a binding contract pursuant to the terms of the RFQ set forth herein. The contractor agrees that subject to the terms of this RFQ, any exceptions to the RFQ or other changes could disqualify the Contractor from consideration in the University's final award.

Contractor Company Name		Date	
Mailing Address		Telephone	
City	State	Zip Code	Facsimile
Contact Person(s)		E-Mail(s)	
Printed Name	Authorized Signature		Title
<b>For University Use Only:</b>			<b>RFQ 8215-20 Revised</b>
Accepted by the Missouri State University as Follows: In its entirety.			
BUYER	DATE		DIRECTOR

**1.0 INTRODUCTION AND GENERAL INFORMATION**

**1. Introduction**

This document constitutes a request for competitive quotations from qualified Contractors to provide responses as specified herein for Missouri State University (also referred to herein as the University) for the purpose of assisting the University with the purchase of (2) 5-ton top-running single bridge cranes. This RFQ is a SEALED Bid and is in accordance with the terms and conditions set forth in this Request for Quotation.

**2. Organization**

This document, referred to as a Request for Quotation (RFQ), is divided into the following parts:

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**7.0 AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT.....27**

**LINK – VENDOR REGISTRATION FORM, SERVICE CODE SE671**

<https://apps.missouristate.edu/financialservices/Forms/APVendorRegForm.pdf>.

**3. Questions**

It is the Contractor’s responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement Office if any language, specifications, or requirements of the RFP/RFQ/RFI appear to inadvertently restrict or limit the requirements of the RFP/RFQ/RFI to a single source.

Any and all communication from bidders regarding the RFP/RFQ/RFI and the procurement process must be directed to the Buyer identified on the first page of the RFP/RFQ/RFI.

#### **4. Right to Modify or Cancel**

##### 4.1 University's Right to Modify or Cancel

The University reserves the right to officially modify or cancel the RFP/RFQ/RFI after issuance. Contractors will be notified of any such modification or cancellation by the issuance of an addendum from the University's Office of Procurement Services.

##### 4.2 Contractor May Modify or Withdraw a Submitted Bid Prior to the Proposed Close Time.

The Contractor may modify or withdraw a submitted bid prior to the Proposed Close Date and Time by providing the University with adequate notice. For purposes of withdrawing or modifying a bid, adequate notice can be achieved in one of the following ways:

(1) By signed, written notice received by the University's Office of Procurement Services prior to the response close date or

(2) In-person, notification by the Contractor or its authorized representative, provided proper identification is presented before the bid close date and time. Telephone requests to withdraw or modify a response will not be honored. No withdrawal or modification will be accepted following the proposed closure date.

## 2.0 SCOPE OF WORK

### 1. General Project Requirements

#### 1.1 Top Running, Single Girder, Dual Motor Overhead Bridge Crane Quantity (2)

The contractor shall provide (2) Overhead Bridge Cranes as specified herein for Missouri State University (hereinafter referred to as the University) in accordance with the terms and conditions of this Request for Quotation. JVIC – Building 6, MSU Project No. 211202-34. After completion of Overhead Bridge Cranes, installation will be in Building 6. The crane systems are considered a made-to-order system and will be assembled within Building 6. **The final bid to be awarded to this project must be pre-approved by the Project Manager of Planning Design and Construction, and by the Assistant Director of JVIC. Once approval is given, the contract will be awarded.**

Project Manager	Date	Asst. Director	Date
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#### NOTE: BID INCLUDES:

- **RFQ 8215-20 Overhead Bridge Cranes x (2) two, Project # 21-685**
- **21-034 JVIC 6 – 146000 Crane & Hoist Spec, Project # 21-685**
- **21-034 JVIC 6 – Plans for Crane, Project # 21-685**
- **Diagram, Project # 21-685**
- **Modified Quote Details**

#### 1.2 Definitions

For the purposes of this Contract, the following terms have the following meaning:

##### 1.2.1 Accessibility Standards

Means the following nationally and state-accepted accessibility standards, the MO ICT Standards, the Web Content Accessibility Guidelines (WCAG) developed by the Web Accessibility Initiative (WAI) of the Worldwide Web Consortium (WC3), Level A and AA, and Appendixes A, B, and C of Section 508 and 255 Subparts to the Rehabilitation Act of 1973.

##### 1.2.2 Information Communication Technology (ICT)

Means any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. For the purposes of this definition, ICT includes Information Technology.

### 1.2.3 Information Technology (IT)

Means any electronic information equipment or interconnected system that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information, including audio, graphics and text.

### 1.2.4 Sandbox

Means a testing environment wherein the University may utilize the features of the Service/Product for the purposes of testing the Service/Product for compliance with this RFP/RFQ/RFI.

## 1.3 Alternative Documentation

### 1.3.1 Master Service Agreement

Do you have a Master Service Agreement or other document typically distributed to customers seeking to engage the Services/Product underlying your RFP/RFQ/RFI response?

Yes or  No

### 1.3.2

If Yes, will you agree to provide the Services/Products pursuant to this RFP/RFQ/RFI and the Contract Documents identified herein and not your Master Service Agreement.

Yes or  No

### 1.3.3 Edits to Master Service Agreement

If No, will you accept edits to your Master Service Agreement including but not limited to the incorporation of your Master Service Agreement into this RFP/RFQ/RFI.

Yes or  No

### 1.3.4 Editable Version of Master Services Agreement

If Yes, please provide an editable version of the Master Services Agreement sufficient for editing by the University.

## 1.4 Background

Missouri State University is a comprehensive institution offering undergraduate and graduate programs, including a professional doctorate. The university educates students to be global citizen scholars committed to public affairs.

With a system enrollment of 26,000+ students across three campuses, the University is structured to address the special needs of the urban and rural populations it serves. Missouri State University, Springfield is a selective admission, graduate-level teaching, and research institution. Missouri State University, West Plains is an open admissions campus serving seven counties in south-central Missouri. Missouri State University, Mountain Grove serves Missouri's fruit industry through the operation of the State Fruit Experiment Station. The University's Extended Campus provides a variety of opportunities for study that align with the needs of today's mobile students.

The University also operates additional facilities, such as the Darr Agricultural Center in southwest Springfield, Jordan Valley Innovation Center in downtown Springfield, Bull Shoals Field Station near Forsyth, Baker's Acres and Observatory near Marshfield, Missouri State University Graduate Center in Joplin, and a branch campus at Liaoning Normal University in Dalian, China. Missouri State's Department of Defense and Strategic Studies program is located near Washington, D.C., in Fairfax, Virginia.

When developing, procuring, maintaining or using Information Communication Technology (ICT), or when administering contracts or grants that include the procurement, development, or upgrading of ICT, the University must ensure that the ICT allows all users (e.g. employees, program participants, and members of the general public) with a disability have access to and use of Information Technology (IT) and ITC that is comparable to the access by users without disabilities. Accordingly, all ICT procured by the University must comply with the Accessibility Standards as defined herein.

Successful Contractors MUST reflect compliance with the Accessibility Standards and provide the requested information set forth below. Failure to satisfactorily provide this information will result in the Contractor's exclusion from consideration.

## **2. Scope of Service**

Missouri State University's Office of Administrative Services is soliciting bids for (2) Top Running, Single Girder, Dual-Motor Overhead Bridge Cranes. The purpose of this Request for Quotation is to establish a contract for the purchase of (2) Cranes with hoists to use in JVIC Building 6 at Missouri State University.

**All components to this bid and manufacturer must be Yale or Equal To.**

### **General Requirements:**

#### 2.1 Pricing Information

Please Provide with this bid a quotation for the Items Listed Below: Item #1, Item #2, and Item #3, Pricing to include all Specifications, Plans, and Diagrams pertaining to this project needed to complete this bid request, RFQ 8215-06, Project # 21-685.

**Item #1****Quantity – 2 Each****Top Running, Single Girder, Dual Motor Overhead Bridge Crane****Capacity:** 5-Ton (10,000 lbs.)**CMAA Class:** "C", Indoor**Span:** 35' – 0" – Approximate, Subject to Pre-Engineered Metal Building Mainframes**Wheel Base:** 5' – 0"**Bridge Speed:** 100fpm – Three Step Infinitely Variable**Hoist Model & Type:** Yale YK Low Headroom Electric Wire Rope Hoist**Hoist Duty Rating:** ASME H4**Available Lift / High Hook:** 33'—0"/24'—9" (based on 26' – 0" top of runway rail)**Reeving Type:** 4-Part Single**Hoist Speed:** 20 fpm -- Three Step Infinitely Variable – Closed Loop VFD**Trolley Speed:** 40 fpm – Three Step Infinitely Variable**Hoist Weight:** 997 lbs.**Controller Type:** Magnetek Flex MLTX2 Belly Box Radio Remote + Back-up 10-button Pendant Station Suspended from hoist on motorized cable reel

Raise/lower of pendant can be controlled from pendant or transmitter

**Power Supply:** 480V – 3 Ph – 60Hz**Enclosure Rating:** NEMA 12 – removable hinged door with neoprene gaskets

Electronics labeled with screw-on type engraved plastic name plates

**Finish:** OSHA Safety Yellow – 2 Finish Coats**Bridge Weight:** 4,346 lbs.**Additional Features:** Bridge and trolley travel limit switches

Pendant and radio include a limit switch bypass button

Blue beacon light on the bottom of bridge to indicate radio control active

Master switch to select radio control or pendant control is at bridge Panel

**Exceptions:** 3-phase flat conductor cable wire colors are black, red, blue, and green

4 spare conductors in pendant cable (conductor count limited by reel)

Pendant raise/lower is by pendant or radio only – a wall-mounted switch for raise/lower is not included

**Price Item 1:**        \$ \_\_\_\_\_





by Metal Building Supplier. In addition to the material and equipment specified, the Subcontractor shall provide incidental materials to affect a complete installation.

### **3.0 List of References**

The bidder must furnish a bid quotation with a list of three references to verify the bidder's ability to provide the cranes. The references must be customers who had projects of similar scope and complexity as described in this solicitation. The list must include the name of the institution, as well as the name, telephone number, and e-mail address of the person the University can contact to inquire as to their satisfaction with the bidder's product and service.

### **4. Accessibility**

The Project, at delivery, must be compliant with the Accessibility Standards set forth in this RFP/RFQ/RFI. The contractor must provide a detailed summary of its ongoing efforts to maintain compliance with the Accessibility Standards and provide a dedicated office contact to coordinate accessibility compliance issues.

### **5. Accessibility Standards and Compliance**

5.1 This RFP/RFQ/RFI has been identified as ICT as defined above in Section One

Certify that your Product and/or Services submitted in response to this RFP/RFQ/RFI meet the Accessibility Standards as defined in this RFP/RFQ/RFI: The MO ICT Standards, the Web Content Accessibility Guidelines (WCAG) developed by the Web Accessibility Initiative (WAI) of the Worldwide Web Consortium (WC3), Level A and AA, and Appendixes A, B, and C of Section 508 and 255 Subparts to the Rehabilitation Act of 1973.

Failure to acknowledge compliance with all Accessibility Standards, without satisfactory explanation that said success criteria is not applicable to the Contractor's Product and/or Service, shall automatically disqualify the Contractor from consideration.

5.2 Remediating Accessibility Standards Compliance Issues

Person Responsible for Remediating Accessibility Standards Compliance Issues Identify the division/department/office and three (3) full-time employees who have the necessary skill, training, and authority to address and remediate any and all issues relating to compliance with the accessibility standards identified in this RFP/RFQ/RFI. Provide contact information, including email and direct dial telephone numbers information for each individual identified.

5.3 Defend, Indemnify, and Hold Harmless

Agreement to Defend, Indemnify, and Hold Harmless the University

The University requires the successful Contractor, in addition to the certifications regarding Accessibility Standards above to agree to defend, indemnify and hold harmless the University, its officers, directors, successors, employees, and agents

against any and all third-party claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) ("Claims") against the University to the extent such claims are based on allegations that the Product or Service is not compliant with the Accessibility Standards.

The contractor agrees to defend, indemnify and hold harmless University, its officers, directors, successors, employees, and agents against any and all third-party claims, liabilities, obligations, judgments, causes of action, costs, and expenses (including reasonable attorneys' fees) ("Claims") against Client the University to the extent such claims are based on allegations that the Product or Service is not compliant with the Acts and WCAG 2.0 AAIT accessibility standards identified in this RFP/RFQ/RFI including, but not limited to, WCAG 2.0 AA, the Rehabilitation Act of 1973, and the MO State IT Accessibility Standards.

## **6. Additional Information Technology Requirements**

### 6.1 Voluntary Product Accessibility Template (VPAT)

The contractor should provide University with a current Voluntary Product Accessibility Template (VPAT) for the Product as part of the client's Product RFP/RFQ/RFI evaluation process. Note, the provision of a VPAT in no way excuses compliance with the Accessibility Standards identified above. The provision of the VPAT is for University's evaluation purposes only.

## **7. Confidentiality Requirements:**

7.1 All reports, documentation, and material developed or acquired by the Contractor as a result of a direct requirement specified in the contract shall become the property of the University. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent if the University.

7.2 The Contractor must ensure the complete confidentiality of all data/information to which the Contractor has access.

## **8. Estimated Completion Date from Start to Finish**

Please give an estimated completion date considered as your most accurate response.

\_\_\_\_\_ Estimated Completion Date \_\_\_\_\_ Initials

### 3.0 RESPONSE SUBMISSION INFORMATION

#### 1. Open Records Law

The Contractor is hereby advised that, upon completion of the evaluation process, all responses and associated documentation will be made public pursuant to the Open Records law of the State of Missouri (RSMo 610.021).

#### 2. Contractors' Contact

All questions regarding the scope of work, procurement process, et cetera, must be directed to Micki Melton at [MickiMelton@missouristate.edu](mailto:MickiMelton@missouristate.edu), or 417.836.6835. Contractors may not contact other employees of the University concerning this procurement.

#### 3. Submission of Responses

Sealed Responses must be priced, signed, and received in the University's Office of Procurement Services by the closing date and time specified. Any response received by the Procurement Office after the exact closing date and time specified will not be opened and will not be evaluated, regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. **E-mail and facsimile transmissions are NOT acceptable responses to this Request for Proposal/Request for Quotation/Request for Information.**

The envelope or package containing a response should be clearly marked with the official RFP/RFQ/RFI number and the Response Close Date. Bids for different RFP/RFQ/RFIs should not be placed in the same envelope.

Failure to carefully examine the RFP/RFQ/RFI and all terms and conditions related thereto will be at the Contractor's risk.

##### 3.1 Response Organization

Responses should be prepared as simply as possible and should provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the Request for Proposal/Request for Quotation/Request for Information.

Bids must be signed by a duly authorized representative of the Contractor's organization and must contain all necessary information in the manner required by the RFP/RFQ/RFI.

**The signed page one from the original Request for Proposal/Quotation/Information and all signed amendments should be placed at the beginning of the Contractor's response.**

Contact information should be provided as shown on the University cover page to include:

- Organization name
- Name of individual providing response
- Telephone number
- Facsimile number
- Contact person(s)
- E-mail address(es)
- Date
- Authorized signature

### 3.2 Certificate of Insurance

A certificate should be included **naming the Board of Governors of Missouri State University, its officers and employees, as additional named insureds.**

### 3.3 Affidavit of Work Authorization

The affidavit should be completed and included with the response after the pricing page.

### 3.4 Vendor Registration Form and Substitute W-9

The Vendor Registration Form should be completed and included with the response after the Affidavit of Work Authorization. A copy of this Form is available at [www.apps.missouristate.edu/financialservices/forms](http://www.apps.missouristate.edu/financialservices/forms). The commodity/service code to be entered on the form is [Insert appropriate commodity/service code]. A W-9 should be attached.

### 3.5. Copies of Responses

The Contractor is requested to submit, **via hard-copy**, an original signature response and (one) complete copy of the original signature response, for a **total of two complete hard-copy responses**.

3.6 Unless otherwise specifically stated in the RFP/RFQ/RFI, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

3.7. Bids lacking any written indication of intent to offer an alternate brand or to take an exception shall be considered to be in full compliance with the specifications and requirements of the RFP/RFQ/RFI.

3.8. Prices quoted by the Contractor must remain valid for a minimum of ninety (90) days from the date of response opening. If the response is accepted, prices shall remain firm for the specified period.

#### **4. Proposal/Bid Opening**

##### 4.1. Bid Opening

All bids will be opened at 3:00 p.m. on the date indicated. Prices will not be made available at that time and will not be made public until the evaluation is complete and an award is made.

##### 4.2. Delivery of Responses

It is the Contractor's sole responsibility to ensure that the response is delivered to the University's Procurement Office by the Response Close Date and Time. If the Procurement Office is officially closed on the Response Close Date, bids will be accepted until 3:00 p.m. the next official workday and will be opened at that time.

##### 4.3. Response Close Date

Bids that are not received by the Procurement Office prior to the Response Close Date and Time will be considered late, regardless of the degree of lateness or the reason related thereto. Late bids will not be opened.

#### **5. Official Position**

The Contractor is advised that the official position of the University is that position which is stated in writing and issued by the Office of Procurement Services as a Request for Proposal/Quotation/Information and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

#### **6. Contract Awards**

The University's intention is to award the services specified herein. The selection of the Contractor shall be at the discretion of the University.

#### **7. Pricing Requirements/Cost Evaluation**

7.1 An itemization of cost of services which includes a firm amount.

## SPECIAL INSTRUCTIONS TO BIDDERS

### 1. Bidders Contacts

All questions regarding the scope of work, bid process, etcetera, must be directed to Micki Melton at 417.836.6835. Bidders may not contact other employees of the University concerning this procurement while the bid and evaluation are in process.

### 2. Submission of Bids

Sealed bids are hereby requested for the following item(s) General Specifications and requirements as provided as part of this RFQ. When submitting SEALED bid, mark in the lower left corner of envelope: Sealed RFQ 8215-14. All quoted prices must be firm and fixed and must include all required components and shipping / delivery costs FOB Destination to Missouri State University, Springfield, Missouri. Fax or e-mail bids will not be accepted. Mail or Hand-Deliver Bid Response to: Missouri State University, Attn: Office of Procurement Services, Room 106, 901 South National Avenue, Springfield, Missouri 65897.

### 3. Bid Evaluation

Any contract award(s) resulting from this request shall be made following the evaluation of all proposals, which are responsive to the terms, conditions, and provisions of the Request for Quotation. The University will be the sole judge as to the acceptability, for our purposes, of any and all quotations.

### 4. Contract Award

Award of a contract resulting from this RFQ will be made only by written authorization from the University's Procurement Office.

## PRICING PAGE

### **Original Contract Period**

The Contractor must provide pricing information as requested below in accordance with the requirements, terms, and conditions of this Request for Quotation. All costs associated with providing services as specified herein must be included in the prices quoted below.

The offeror must provide a firm, fixed, not-to-exceed pricing to provide a quotation for two cranes as stated in the RFQ to Missouri State University, in accordance with the terms, conditions, and provisions of this Request for Quotation.

### **TOTAL COST OF ITEM #1, ITEM #2, ITEM #3 - QUANTITY TWO (2) CRANES**

Note: Reference Pages 6, 7, 8 of RFQ for pricing

**Grand Total:** \$ \_\_\_\_\_

### **Invoicing and Payment Requirements**

#### Payment for Services Actually Provided

The Contractor shall be paid for services actually provided in accordance with an authorized purchase order once the equipment is received, inspected and approved by the department and by Admin Council or the Board of Governors, and subject to the requirements of this contract.

Invoices submitted to [ProcurementServices@MissouriState.edu](mailto:ProcurementServices@MissouriState.edu) must be approved by the department before payment can be submitted. No other payments or reimbursements shall be made.

#### Late Payment Charges

Invoices shall be subject to late payment charges as provided for in Section 34.055 RSMo.

#### Taxes

The University does not pay state or federal taxes unless otherwise required by law or regulation.

**Payment Terms**

University payment terms are n/45 per RSMo 34.055.

**FOB Destination**

All quoted prices must be firm and fixed and must include all required components and shipping/delivery costs FOB Destination.

**The offeror affirms that all of the above information requested has been provided in accordance with the terms, conditions, and provisions of this Request for Quotation, SEALED Bid, RFQ 8215-20, Project: 21-685., and by signing below, accepts the terms, conditions, and provisions of this Request for Quotation.**

_____	_____
<b>Company Name</b>	<b>Title</b>
_____	_____
<b>Authorized Signature</b>	<b>Date</b>



## 5.0 GENERAL TERMS AND CONDITIONS

### 1. Contract Period

The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original RFQ Agreement. All terms, conditions, and provisions of the original contract shall remain the same and apply to this agreement.

### 2. Contract Pricing

All prices quoted by the Contractor shall be firm and fixed. The University shall neither pay nor be liable for any costs not specifically identified in the contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum percentage of increase stated in the contract period.

### 3. Contract Documents

The contract between the University and the Contractor shall consist of the Request for Proposal/Request for Quotation/Request for Information and any amendments thereto, and the Contractor's response to the Request for Proposal/Request for Quotation/Request for Information (insofar as the Contractor's response to the Request for Proposal/Request for Quotation/Request for Information does not alter the Request for Proposal/Request for Quotation/Request for Information in any way). The University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of a conflict with the applicable requirements stated in the Request for Proposal/Request for Quotation/Request for Information or the Contractor's response. In all other matters not affected by the written clarification, if any, the Request for Proposal/Request for Quotation/Request for Information shall govern.

### 4. Amendments to Contract

No modification of any provision in this contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and the University's Procurement Office and incorporated in a written amendment to this contract approved by the University's Office of Procurement Services prior to the effective date of such modification.

### 5. Conflict of Interest

The Contractor hereby covenants that at the time of the submission of the response the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest.

Contractor further agrees that during the term of this contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which could create such a conflict.

## **6. Termination**

### 6.1 Termination for Convenience

The University reserves the right to terminate this contract at any time, for any reason, without penalty or recourse, by giving the Contractor written notice of such termination at least 30 calendar days prior to the effective date of termination

Any future orders when permits may not be needed, the contract would be canceled at that point with no additional fees.

### 6.2 Termination for Breach

In the event of material breach of contractual obligations by the Contractor, the University may cancel this contract. If the Contractor fails to cure the breach within an acceptable time frame, or if circumstances demand immediate action, the University will issue a notice of cancellation terminating this contract immediately. If the University cancels this contract for breach, the University reserves the right to obtain such equipment, supplies, and/or services from other sources and charge the Contractor for any additional costs incurred as a result thereof, including attorney fees and court costs.

### 6.3 Lack of Appropriated Funding

The Contractor understands and agrees that funds required to fund this contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within this contract period. This contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriation.

## **7. Insurance Requirements**

### 7.1 Certificate of Insurance

The Contractor receiving the award must request a Certificate of Insurance (COI) to be issued showing the following required coverage, as applicable, in no less than the minimum limits listed. The University, as indicated below, must be shown as an additional insured. Failure to provide the requested COI may be excluded from consideration as non-responsive.

### 7.2 Liability Insurance

Contractor must have and maintain, at the Contractor's expense, adequate liability insurance to protect the University and the general public against any loss, damage, and/or expense related to the Contractor's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverages in the amounts specified. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri.

### 7.2.1 General Commercial General Liability Coverage

General Commercial General Liability Coverage, comprehensive form, including product liability, with the following limits of liability:

Bodily Injury:

- \$2,000,000.00 each person
- \$2,000,000.00 aggregate
- \$5,000.00 medical each person

Property Damage:

- \$2,000,000.00 each accident

### 7.2.2 Automobile Liability and Property Damage

Automobile and Property Automobile Public Liability and Property Damage with the following limits of liability:

Bodily Injury:

- \$2,000,000.00 each person
- \$2,000,000.00 each accident

Property Damage:

- \$2,000,000.00 each accident

### 7.3 Proof of Insurance

Written evidence of the required insurance coverage must be submitted before or upon award of this contract. Such policy(ies) shall name the Board of Governors of Missouri State University, its officers and employees, as additional named insureds. In the event that the insurance coverage is canceled, the University must be notified immediately.

### 7.4 Insurance, Other

The Contractor understand and agrees that the insurance required under the terms of this contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.

### 7.5 Immunity

Notwithstanding any other provision of this contract to the contrary, no insurance procured by Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 *et seq.*, MO. REV. STAT., or any other

governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the University, its Board of Governors, officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which the University, its Board of Governors, officers or employees may be obligated to pay as damages.

The Contractor shall cause all policies of insurance related to this Request for Proposal/Request for Quotation/Request for Information to be endorsed in accord with this subparagraph. The Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5, MO. REV. STAT., as amended from time to time.

## **8. Indemnification, Contractor**

### **8.1 Contractor Obligation to Indemnify**

In addition to Contractor's obligation above in Section [Accessibility Indemnification], Contractor shall defend, indemnify, and hold the University harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are incurred by any party as a result of services provided by the Contractor pursuant to this contract.

### **8.2 University Cannot Save and Hold Harmless and/or Indemnify Contractor**

The Contractor must understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor or the Contractor's employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under this contract.

## **9. Contractor Liability**

The Contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms of this contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the University, and any agents, Board of Governors, officers, or employees thereof, from every expense, liability, or payment arising out of such negligent act.

Contractor also agrees to hold the University, and any agents, Board of Governors, officers, or employees thereof, harmless for any negligent act or omission committed by any Subcontractor or other person employed by or under the supervision of the Contractor under the terms of this contract. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University.

## **10. Warranty**

### 10.1. Conformity to Specification

The Contractor expressly warrants that service/commodity [] (and any related equipment, supplies, and/or services) provided will: (1) conform to each and every specification, drawing, sample, or other description provided as part of the RFP/RFQ/RFI, (2) be fit and sufficient for the purpose expressed in the RFP/RFQ/RFI, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect

10.2. Contractor to include a detailed summary of the warranty on this project.

10.3. Warranty shall not be Waived

Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of, or payment for, said equipment, supplies, and/or services.

## **11. Delivery, Inspection, and Acceptance**

### 11.1. Time of Delivery

Delivery of services (and any related equipment, supplies and/or services) must be made no later than the time stated in this contract, or within a reasonable period of time following the execution of this contract if a specific time is not stated.

### 11.2. Acceptance of Equipment, Supplies, and/or Services

No equipment, supplies, and/or services received pursuant to this contract shall be deemed accepted until the University has had a reasonable opportunity to inspect the same.

### 11.3. Rejection of Defective Equipment, Supplies, and/or Services

All equipment, supplies, and/or services that do not comply with the RFP/RFQ/RFI specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

### 11.4. Return of Rejected Shipments

The University reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

### 11.5. Return Shall Not Exclude Any Other Legal, Equitable, or Contractual Remedies

University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

## 12. Contractor Status

The Contractor represents himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be employees of the University. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, et cetera, and agrees to indemnify, save, and hold the University, its Board of Governors, officers, agents, or employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

## 13. Communications and Notices

Any written notice to the Contractor shall be deemed sufficient when communicated electronically via e-mail; or deposited in the United States mail, postage prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of this contract, or at such address as the Contractor may have requested in writing.

## 14. Assignments

The Contractor shall not transfer any interest in this contract, whether by assignment or otherwise, without the express prior written consent of the University. Any assignee shall be bound by the terms and conditions of this contract, and the Contractor shall require a written agreement to such terms and conditions by any assignee. Notwithstanding the foregoing, the Contractor understands and agrees that this contract shall constitute an assignment by the Contractor to the University of all rights, title, and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of, or in relation to, the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of this contract with the University.

## 15. Waiver

### 15.1 Performance

Contractor understands and agrees that failure by either the University or the Contractor to require performance by the other party of any provision contained herein or in the Contractor's response shall not be deemed a continuing waiver of such provision, or a waiver of any other provision of this contract.

## 15.2 Waiver of Future Rights

No provision in this contract shall be construed, expressly or impliedly, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the Contractor's default or breach of contract.

## 16. Labor

The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States. Breach of this clause shall entitle University to cancel this contract without penalty.

Employment of Unauthorized Aliens Prohibited: Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For more information about RSMo 285.530:

<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>.

As a condition for the award of this contract the Contractor shall, 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. Enrollment in the E-Verify Federal Work Authorization Program is recommended.

For more information about the E-Verify process, see <http://www.uscis.gov/e-verify>.

The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Affidavit of Work Authorization, Exhibit A is attached.

Contractor shall require each Subcontractor to affirmatively state in its individual contract with the Contractor that the Subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri.

The Contractor shall also require each Subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the Subcontractor's employees are lawfully present in the United States.

Breach of this clause shall entitle University to cancel this contract without penalty.

## 17. Non-Discrimination and Affirmative Action

### 17.1. Discrimination

In connection with the furnishing of equipment, supplies, and/or services under this contract, the Contractor and all Subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law.

If the Contractor or Subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include: a.) a written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination; b.) the identification of a person designated to handle affirmative action; c.) the establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline; d.) the exclusion of discrimination from all collective bargaining agreements; and e.) performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

#### 17.2. Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA) for Contracts of \$100,000.00 or More

This Contractor and any Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits Discrimination against qualified protected Veterans, and requires affirmative action by covered Prime Contractors and Subcontractors to employ and advance in employment qualified protected Veterans.

#### 17.3. Disability Rehabilitation Act of 1973 Section 503 for Contracts in Excess of \$10,000.00

This Contractor and any approved Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered Prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.

### **18. Requirements for Prime Contractors and Subcontractors**

#### 18.1. Report Filing

Each Prime Contractor and Subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress, or such form as may hereafter be promulgated in its place, if such Prime Contractor or Subcontractor (i) is not exempt from the provisions of these regulations in accordance with 60-1.5; (ii) has 50 or more employees; (iii) is a Prime Contractor or first tier Subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository



of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any Subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets the requirements of paragraphs (i), (ii), and (iv) of this section.

## 18.2. Facilities

Facilities provided for employees must be provided in such a manner that segregation on the basis of race, color, religion, or national origin cannot result.

## 19. **Applicable Laws and Regulations**

### 19.1. Contract Shall be Construed According to the Laws of the State of Missouri

The contract shall be construed according to the laws of the State of Missouri. In the event of any litigation arising hereunder, the parties agree that the venue shall be proper only in the State Circuit Court for Greene County, Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of this contract to the extent that the same may be applicable.

### 19.2. Contract Must Comply with the Constitution or Laws of the State of Missouri

To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. The balance of this contract shall remain in force between the parties unless terminated by consent of both the Contractor and the University.

### 19.3. Contractor Must Be in Good Standing

Contractor must be registered with 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 regulation.

### 19.4. Contractor Must File and Pay All Taxes

The Contractor must file and pay in a timely manner all Missouri sales, withholding, corporate and any other required Missouri taxes.

**6.0 AFFIDAVIT OF WORK AUTHORIZATION**

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly  
(Name) (Office Held)

Sworn on my oath, affirm \_\_\_\_\_ is enrolled and will continue to  
(Company Name)

participate in a federal work authorization program in respect to employees that will  
work in connection with the contracted services related to \_\_\_\_\_ for  
(Bid Number/Service)

the duration of the contract, if awarded in accordance with RSMo Chapter 285.530(2). I  
also affirm that \_\_\_\_\_ does not and will not knowingly employ a  
(Company Name)

person who is an unauthorized alien in connection with the contracted services related  
to \_\_\_\_\_ for the duration of the contract, if awarded.  
(Bid Number/Service)

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

\_\_\_\_\_  
Signature of Person with Authority

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, State of  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(Name of State) (Date)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**7.0 AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

The contractor certifies that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

The requirement applies to contracts to acquire or dispose of services, supplies, information technology, or construction but does not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00), or to contractors with fewer than ten (10) employees.

See <https://revisor.mo.gov/main/OneSection.aspx?section=34.600>.

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

\_\_\_\_\_  
Signature of Person with Authority

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, State of

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(Name of State) (Date)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date