



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR BID - PROPANE

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

TODAY'S DATE: MAY 22, 2008	BID DUE BY: JUNE 6, 2008 @ 1 P.M. LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION
CONTRACT PERIOD: AUGUST 1, 2008 THROUGH JULY 31, 2009	BID #: D8X2-8055 THIS BID NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: RICHARD GARDNER SENIOR GENERAL SERVICES TECHNICIAN (417) 895-7654 – PHONE E-MAIL: RICHARD.GARDNER@MODOT.MO.GOV
DISTRICT MAILING ADDRESS: MISSOURI DEPT. OF TRANSPORTATION – DISTRICT 8 P.O. Box 868 SPRINGFIELD, MO 65803		DELIVERY LOCATION: REFER TO LOCATIONS LISTED BELOW AND LOCATION CROSS-REFERENCE LISTING ON PAGE 2

SUBMIT BID PRICING FOR EACH FACILITY YOU ARE INTERESTED IN SERVICING

County	Location	Estimated Gallons	Bid Price Per Gallon	List the servicing propane plant & phone number (e.g.: ABC Propane Co. – Any Town Plant, 417-555-1234)
Dallas	Buffalo Facility	1000		
Dallas	Conway Facility	1000		
Dallas	Plad Facility	1000		
Douglas	Ava Facility	4000		
Douglas	Drury Facility	2000		
Douglas	Goodhope Facility	2000		
Greene	Fair Grove Facility	4000		
Greene	Republic Facility	4500		
Greene	Springfield Lube Center	3000		
Greene	Strafford Facility	3000		
Hickory	Preston Facility	2500		
Hickory	Wheatland Facility	2500		
Laclede	Dove Facility	1000		
Laclede	Drew Facility	1000		
Laclede	Lebanon Facility	6000		
Laclede	Nebo Facility	500		
Ozark	Dora Facility	2000		
Ozark	Gainesville Facility	5000		
Ozark	Wasola Facility	2000		
Polk	Bolivar Facility	4000		
Polk	Halfway Facility	1000		
Polk	Humansville Facility	2500		
Stone	Galena Facility	1000		
Stone	Lampe Facility	2500		
Taney	Bradleyville Facility	1000		
Taney	Branson Facility	6000		
Taney	Hollister Facility	2000		
Taney	Rueter Facility	1000		
Webster	Marshfield Facility	6000		
Webster	Seymour Facility	3000		

Wright	Hartville Facility	3000		
Wright	Manes Facility	3000		
Wright	Mtn. Grove Facility	1000		

VENDOR NAME:

SCOPE OF WORK:

Propane prices submitted with this Request for Bid must be firm for the entire contract period from July 1, 2008 through June 30, 2008. The quantities listed above are ESTIMATES ONLY for the contract period. Actual order quantities may vary. MoDOT reserves the right to increase or decrease these quantities during the contract period.

The awarded vendor will be required to monitor propane usage and top off tanks on an as-needed basis, unless other arrangements have been made with the MoDOT supervisor who is responsible for the tank at a specific location.

The awarded vendor shall supply Material Safety Date Sheets to the MoDOT supervisor at each location and shall be responsible for maintaining the tank in a safe condition according to industry standards and regulators requirements (i.e. as-needed, if-needed regulator checks, pressure testing, etc.)

The unit prices are to be FOB Destination. The unit price per gallon must include all freight/handling/delivery costs and should not be listed as a separate item on any invoices.

FACILITY ADDRESS/LOCATION CROSS-REFERENCE LISTING:

County	Facility	Address	Location
Dallas	Buffalo	215 N Ash Street, Buffalo, MO 65622	Rt. 65, ¼ mile e/o Rt. 13
Dallas	Conway	1111 State Road M, Conway, MO 65632	Jct. of Routes M & B
Dallas	Plad	1341 State Highway 64, Tunas, MO 65764	Rt. 64, ½ mile e/o Rt. K
Douglas	Ava	Rt 3, Box 23B, Ava, MO 65608	Rt. 5, ½ mile s/o Rt. 14
Douglas	Drury	HCR 73, Box 46, Drury, MO 65638	Rt. 95, 6 miles s/o Rt. 76
Douglas	Goodhope	Rt 3, Box 263, Goodhope, MO 65608	Jct. Rt. 76 & Rt. T
Greene	Fair Grove	4625 Shelby Road, Fair Grove, MO 65648	1.5 miles w/o Rt. 65
Greene	Republic	1925 S State Highway N, Springfield, MO 65802	Rt. N, ½ mile s/o I-44
Greene	Springfield Lube Center	3025 E. Kearney, Springfield, MO 65803	¼ mile west of US65 on Kearney
Greene	Strafford	1401 W. Old Route 66, Strafford, MO 65757	6 mile east of US 65 on 00
Hickory	Preston	Box 124, Route 1, Preston, MO 65732	Rt. 54, ¼ mile e/o Rt. 65
Hickory	Wheatland	Route 3, Box 3285, Wheatland, MO 65779	Rt. 54, 1 mile e/o Rt. 83
Laclede	Dove	33601 Olathe, Lebanon, MO 65536	Rt. 5, 1 mile s/o Rt. VV
Laclede	Drew	12511 Highway B, Lebanon, MO 65536	Junction of Routes O & B
Laclede	Lebanon	1120 Ivy Lane, Lebanon, MO 65536	¼ mile n/o Bus. Loop 44
Laclede	Nebo	37998 Highway 32, Falcon, MO 65470	Rt. 32, 1 mile w/o Rt. U
Ozark	Dora	Box 3830, Dora, MO 65637	Rt. 181, .2 mile n/o Rt. H
Ozark	Gainesville	Rt 1, Box 1C, Gainesville, MO 65655	Rt. MM, 500 ft. w/o Rt. 5
Ozark	Wasola	HCR 2, Box 36, Wasola, MO 65773	Rt. 95, ½ mile w/o Rt. 5
Polk	Bolivar	2816 W. Broadway, Bolivar, MO 65613	Rt. 32, ½ mile e/o Rt. 13
Polk	Halfway	2074 Highway 32, Halfway, MO 65663	Rt. 32, ¼ mile w/o Rt. H
Polk	Humansville	300 N Cypress, Humansville, MO 65674	Rt. 123, ¼ mile n/o Rt. V
Stone	Galena	1880 State Hwy 248 West, Galena, MO 65656	Rt. 248, 2 miles w/o Rt. 13
Stone	Lampe	1063 West Highway 86, Lampe, MO 65681	Rt. 86, 1 mile w/o Rt. 13
Taney	Bradleyville	20907 E Highway 76, Taneyville, MO 65759	Rt. 76, 4.5 miles e/o Rt. AA

Taney	Branson	275 S W Outer Road, Branson, MO 65616	.2 mile w/o Jct. Rt. 65/465
Taney	Hollister	P O Box 432, Hollister, MO 65673	Rt. 76, 1 ¼ miles e/o Bus. Rt. 65
Taney	Rueter	33279 Highway 160, Kisse Mills, MO 65680	Rt. 160, 2 ¾ miles w/o Rt. 125
Webster	Marshfield	331 Pin Oak Loop, Marshfield, MO 65706	Rt. 38, 1.6 mile n/o I-44
Webster	Seymour	500 State Highway C, Seymour, MO 65746	Rt. C, ¼ mile n/o Rt. 60
Wright	Hartville	5804 Highway 5, Hartville, MO 65667	Rt. 5, ½ mile n/o Rt. Z
Wright	Manes	6585 Highway H, Hartville, MO 65667	Rt. H, 2 miles w/o Rt. 95
Wright	Mtn. Grove	8675 Old Highway 60, Mountain Grove, MO 65711	Old Rt. 60, 4/10 mile w/o Bus. 60

All responses to this Request for Bid MUST be submitted on this form and ALL pages MUST be returned in A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or mailing label, to the Buyer listed above at the District mailing address shown. Failure to do so could result in a rejected bid for non-compliance.

VENDOR INFORMATION				
Vendor Name /Mailing Address	Vendor Contact Information (including area codes):			
	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):				
Is your firm MBE Certified? Yes <input type="checkbox"/> No <input type="checkbox"/> Is your firm WBE Certified? 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"/>				
VENDOR NOTES				

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 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.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State re **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

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STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or 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.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT 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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT 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.
- c. 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.

- a. 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.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

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Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC 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 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 produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the 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.
- c. The MHTC 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.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

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

Status of Independent Contractor

- a. 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

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

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SPECIAL TERMS AND CONDITIONS

Award

- a. Award of this bid/quote/proposal will be made on an "Item By Item" basis using the "lowest and best" principle of award.