

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - PROCUREMENT
830 MoDOT Drive, Jefferson City, MO
65109

REQUEST NO.	3-120320RJ
DATE	February 28, 2012
PAGE NO.	1

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

2:00 pm., Local Time, March 20, 2012

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

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Backhoes and Loaders

To establish a contract to furnish "backhoes and loaders" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
 Telephone No.: _____
 Fax No.: _____
 Federal I.D. No. _____
 Email Address: _____

Firm Name: _____
 Address: _____

 By (Signature): _____
 Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **backhoes and loaders** for the locations in the State of Missouri (listed on page 2 of this document), to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, March 20, 2012.**

RFB COORDINATOR:

Reva Jones, Senior General Services Specialist
Missouri Department of Transportation, General Services
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-526-2744

FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of backhoes and loaders as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page(s)
 - 5) Vendor Information and Preference Certification Form
 - 6) Anti-Collusion Statement
 - 7) Specifications
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide backhoes and loaders on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee how many units will be ordered.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with backhoes and loaders, in accordance with the attached specifications.

2.3 Required Specifications:

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT specification and any other provisions outlined in the solicitation documents.

2.4 Delivery Requirements:

- 2.4.1 The following delivery requirements shall apply:
 - 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.
- 2.4.2 The contractor shall deliver the products specified herein to the following MoDOT locations:
 - a. St. Joseph, Missouri 64502
 - b. Macon, Missouri 63552
 - c. Hannibal, Missouri 63401
 - d. Lee's Summit, Missouri 64064-8002
 - e. Jefferson City, Missouri 65102
 - f. Chesterfield, Missouri 63017-5712
 - g. Joplin, Missouri 64802
 - h. Springfield, Missouri 65801
 - i. Willow Springs, Missouri 65793
 - j. Sikeston, Missouri 63801

2.5 Contract/Purchase Order:

- 2.5.1 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.

2.6 Invoicing and Payment Requirements:

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

Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Attn: Stephanie Green
Jefferson City, MO 65102

- 2.6.2 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.
- 2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.6.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.6.7 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.
- ## 2.7 Other Contractual Requirements:
- 2.7.1 Contract Period - The contract shall commence from the date of award until March 31, 2013 with up to three (3) one-year renewal option periods, or any portion therein.

2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

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

a. No price increase shall be granted during the original contract period.

2.7.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

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.

2.8 **Additional Notifications:**

2.8.1 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.

2.8.2 **Equipment Trade-In Allowance:**

a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.

b. The vendor must be currently under contract with MoDOT.

c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.

d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.

e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

Trade-In Worksheet Example:

Make/Model of New Equipment:
Full Purchase Price: \$
Make/Model of Trade-In:
Less Trade-In (Deduct): \$
Net Purchase Price: \$

2.8.3 Equipment Refurbishments:

- a. If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

2.8.4 In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

2.8.5 Please submit a complete parts and options list with detailed pricing information for each make/model of backhoes and loaders your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all air compressor equipment options available in your data book or pricing guides.

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

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked "Backhoes and Loaders".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Contract Award:

- a. This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the "lowest and best" bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of backhoes and loaders. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

4. PRICING PAGES

4.1 The bidder shall provide a firm, fixed price below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Item #1: Outright purchase of one (1) new Backhoe with minimum 95 net horsepower, four-wheel drive with cab/heater and 21L x 24 rear tires. Backhoe extendable dipper stick will crane a min. of 2,500 lbs from ground level. All Backhoes are priced without a backhoe bucket.

Please indicate make and model _____ Price \$ _____

Retracted Digging Depth	Extended Digging Depth	Horsepower

<u>Options</u>	<u>Price (Each)</u>
Option 1. Delete Factory-installed air conditioning	\$ _____ (DEDUCT)
Option 2. Delete AM/FM Radio	\$ _____ (DEDUCT)
Option 3. Hydraulic Actuated Loader Bucket Quick Coupler	\$ _____
Option 4. 18" Heavy Duty Toothed Bucket w/ Lift Loop with pin	\$ _____
Option 5. 24" Heavy Duty Toothed Bucket w/ Lift Loop with pin	\$ _____
Option 6. 36" Heavy Duty Toothed Bucket w/ Lift Loop with pin	\$ _____
Option 7. 36" smooth ditch bucket with pin, with bolt on cutting edge	\$ _____
Option 8. 48" smooth ditch cleaning bucket with pin, with bolt on cutting edge	\$ _____
Option 9. Heavy duty loader bucket w/ auxiliary cutting edge and shoes (min 1.25 cu. yd)	\$ _____
Option 10. Multi-purpose 4x1 loader bucket (min 1.25 cu. yd)	\$ _____
Option 11. Pallet fork used with existing loader bucket	\$ _____
Option 12. Quick coupler pallet fork	\$ _____
Option 13. Wrist-o-twist for end of boom	\$ _____
Option 14. Stabilizer reversible flip pads (dirt/pavement)	\$ _____
Option 15. 1 spare front wheel and 1 spare rear wheel	\$ _____
Option 16. Poly front fenders	\$ _____
Option 17. Hydraulic tool circuit for backhoe boom	\$ _____
Option 18. Plate style compactor	\$ _____
Option 19. 2500 Hours, 60 Month Ext. Warranty (Power Train and Hydraulics)	\$ _____

Item #1 continued:

Delivery will be made approximately _____ days after receipt of order.

Please indicate with an 'X' the locations (see page 2) for which you are bidding.

Refer to Attachment A to see the counties within each district. *(Bidders are responsible for servicing all counties within the district(s) selected.)*

Northwest District _____

St. Louis District _____

Northeast District _____

Southwest District _____

Kansas City District _____

Southeast District _____

Central District _____

All Districts _____

NOTE: Additional options for each unit bid may be submitted as separate attachments.

Item #2: Outright purchase of one (1) new Wheel Loader with minimum 110 net horsepower, four-wheel drive, with cab/heater and 17.5 x 25 rear tires. All loaders are priced with a 2.0 yd bucket.

Indicate make and model _____ Horse Power _____

Price \$ _____

Base Machine Loader Specifications

Minimum Tipping Load _____ Minimum Dump Height _____

Options

Price (Each)

- Option 1. Delete Factory-installed air conditioning \$ _____ (DEDUCT)
- Option 2. Delete AM/FM Radio \$ _____ (DEDUCT)
- Option 3. General Purpose Bucket (min 2.5 cu. yd) in lieu of 2.0 yd bucket \$ _____
- Option 4. Multi-Purpose 4x1 Loader Bucket \$ _____
- Option 5. Pallet Forks 60"x60" with quick connect brackets in lieu of 60"x48" \$ _____
- Option 6. Extra Counter Weights \$ _____
- Option 7. Full Rear Wheel Fenders \$ _____
- Option 8. High Lift Extended Reach Loader Package \$ _____
- Minimum Tipping Load _____ Minimum Dump Height _____
- Option 9. 2500 Hours, 60 Month Ext. Warranty (Power Train and Hydraulics) \$ _____

Delivery will be made approximately _____ days after receipt of order.

Please indicate with an 'X' the locations (see page 2) for which you are bidding.

Refer to Attachment A to see the counties within each district. *(Bidders are responsible for servicing all counties within the district(s) selected.)*

- | | |
|----------------------------|--------------------------|
| Northwest District _____ | St. Louis District _____ |
| Northeast District _____ | Southwest District _____ |
| Kansas City District _____ | Southeast District _____ |
| Central District _____ | All Districts _____ |

NOTE: Additional options for each unit bid may be submitted as separate attachments.

Item #3: Outright purchase of one (1) new Wheel Loader with minimum 135 net horsepower, four-wheel drive, with cab/heater and 20.5 x 25 rear tires. All loaders are priced with a 2.5 yd bucket.

Indicate make and model _____ Horse Power _____

Price \$ _____

Base Machine Loader Specifications

Minimum Tipping Load _____ Minimum Dump Height _____

Options

Price (Each)

- Option 1. Delete Factory-installed air conditioning \$ _____ (DEDUCT)
- Option 2. Delete AM/FM Radio \$ _____ (DEDUCT)
- Option 3. General Purpose Bucket (min 3 cu. yd) in lieu of 2.5 yd bucket \$ _____
- Option 4. Multi-Purpose 4x1 Loader Bucket \$ _____
- Option 5. 60"x60" Quick Coupler Pallet Forks \$ _____
- Option 6. Extra Counter Weights \$ _____
- Option 7. Full Rear Wheel Fenders \$ _____
- Option 8. High Lift Extended Reach Loader Package \$ _____
- Minimum Tipping Load _____ Minimum Dump Height _____
- Option 9. 2500 Hours, 60 Month Ext. Warranty (Power Train and Hydraulics) \$ _____

Delivery will be made approximately _____ days after receipt of order.

Please indicate with an 'X' the locations (see page 2) for which you are bidding.

Refer to Attachment A to see the counties within each district. *(Bidders are responsible for servicing all counties within the district(s) selected.)*

- Northwest District _____ St. Louis District _____
- Northeast District _____ Southwest District _____
- Kansas City District _____ Southeast District _____
- Central District _____ All Districts _____

NOTE: Additional options for each unit bid may be submitted as separate attachments.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business</u> .										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>										

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced</u> .	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **backhoes and loaders** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

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

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

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____

_____ Title of Person Signing

of _____

_____ Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

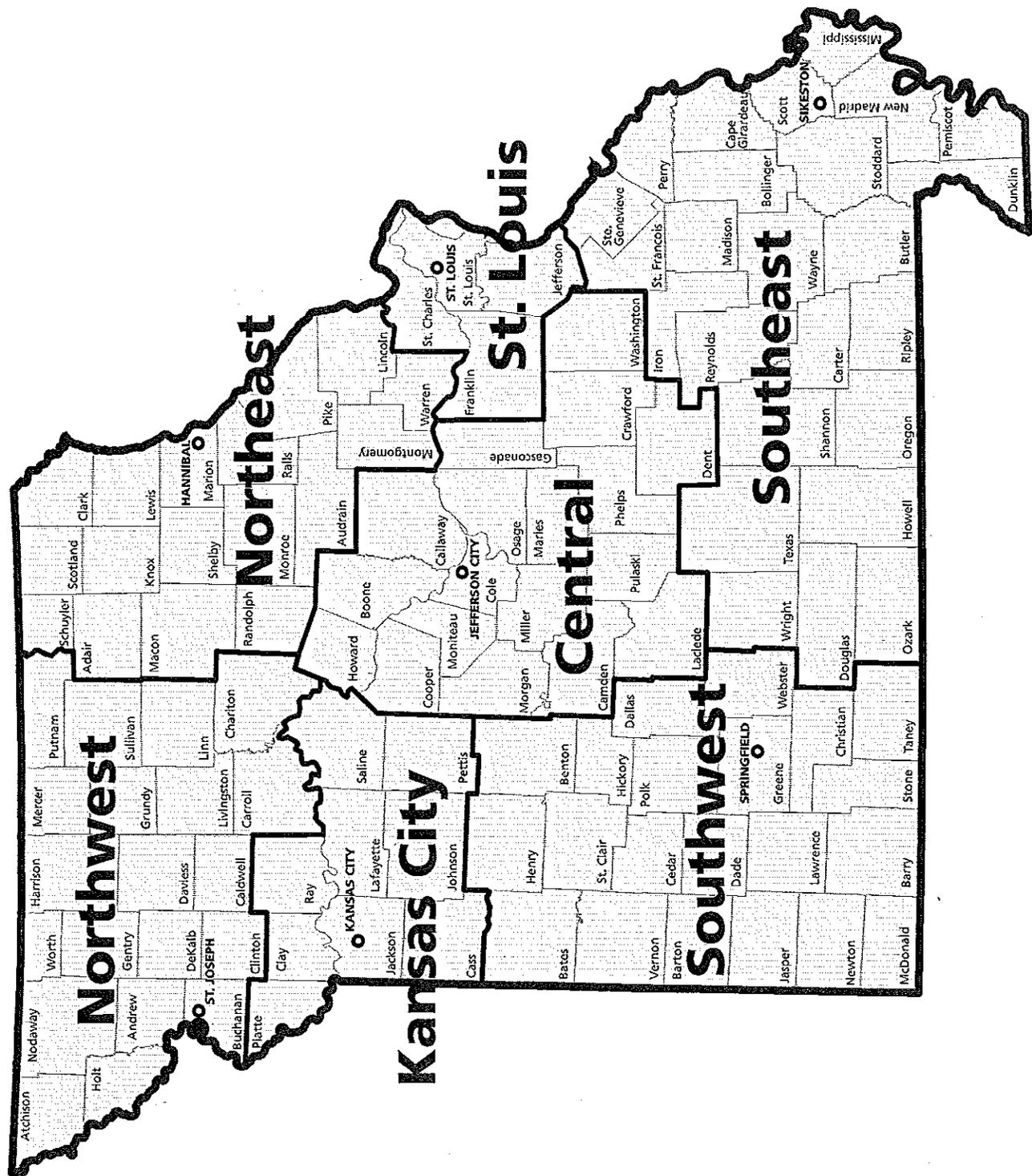
By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____



MISSOURI DEPARTMENT OF TRANSPORTATION
EXTRA HEAVY DUTY BACKHOE, LOADER WITH EXTENDABLE DIPPERSTICK

ENGINE - Diesel, minimum net SAE HP 95 turbo, 110-volt block heater, vertical muffler with curved stack to prevent rain entry.

TRANSMISSION - Torque converter drive, forward/reverse power shuttle shift, with 4-speed synchronized manual or power shift transmission, operator selectable clutch disconnect.

STEERING - Full power, hydrostatic.

BRAKES - Minimum performance criteria in accordance with the latest SAE standards.

SERVICE - Hydraulic, self-adjusting with two foot pedals which operate independently or together. Brake pedals shall be capable of locking together for road travel.

PARKING - Mechanical acting, capable of holding stopped vehicle in stationary position.

GRILL GUARD - Factory installed front grill protector/guard (rubber) to prevent damage when loading trucks.

TOOLBOX - Factory installed lockable toolbox.

ELECTRICAL SYSTEM - 12 volt with dual batteries, 90-amp minimum alternator, starter and key ignition switch, electronic hour meter.

LIGHTS AND SIGNALS - Minimum of 4 front facing headlights, minimum of 4 rear facing work lights, tail and stop lights, flashing directional signals. If LED lights are available for the tail lights, stoplights, and directional signals, they must be supplied.

BACKUP ALARM - Unit shall have a reverse signal alarm horn that sounds when transmission is shifted into reverse gear. Alarm shall meet all applicable OSHA standards.

HORN - The horn shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator.

BEACON WIRING/SWITCH - Unit shall have factory installed beacon switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights.

AXLES AND DIFFERENTIAL - Full driving rear axle with operator selectable hydraulically applied differential lock. Front axle shall have mechanical front wheel assist and limited slip differential.

TIRES AND WHEELS - Tubeless type tires shall be supplied. The front tire size shall be not less than 14-17.5, 8PR, L1 tread type and the rear tire size shall be not less than 21L x 24 10 PR, R4 tread type. Tires, wheels and rims shall be as recommended in the latest Tire and Rim Association Standards. No fluid filled tires will be accepted. All wheels shall include stem guards.

WHEEL - Spare: One extra front wheel (less tire and tube) to be furnished.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with ISO 3471 Standards.

All weather, fully enclosed, welded steel, with tempered glass. The cab shall be fully insulated with sound suppressing materials, have all-around visibility, integral roll-over protective structure (ROPS), flat deck operator platform, front and rear HD electric windshield wiper with washer, HD HVAC system consisting of heat, defrost, and air conditioning with multi-speed fan. Adjustable deluxe suspension upholstered operators seat with armrests (*must be an upgrade from the standard seat*) and retractable seat belt. AM/FM radio with concealed or brush resistant antenna. In cab adjustable sun visor. The cab shall have full access LH door with swing-out window. Window shall latch back for full ventilation. Unit shall have one window

opposite of the full access door to serve as an emergency exit. Window shall swing open and latch back for ventilation. The cab, canopy and ROPS structure will have a common structural design. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours.

All components must be positioned in such a manner that will not create a hazard to the operator when entering or leaving the cab or while operating the backhoe.

All steps and handholds shall be positioned to allow for 3 points of contact at all times while entering or exiting the cab. All steps shall have a non-skid surface.

VANDALISM PROTECTION - To have lockable cab doors and engine panels. The hydraulic oil reservoir cap, radiator filler cap and fuel tank cap will also be lockable, if not otherwise protected.

HYDRAULIC SYSTEM: - Backhoe shall be of hydraulic lift, lower, dump, rollback and float. The boom lift and bucket mechanisms shall be operated by double acting hydraulic cylinders. Steering system shall be operated by single acting hydraulic cylinders. All hydraulic cylinders shall have chrome plated or nitride coated rods fitted with seals and dust protectors. All hydraulic hoses and lines within the operator's station must be enclosed to prevent oil spray on the operator if a hose or line failure occurs. Hydraulic reservoir must have fluid level sight gauge, easily readable and shatterproof.

EXTENDABLE DIPPERSTICK - To have not less than 15'10", IEMC rated 24" level bottom, digging depth capacity and an extendable dipperstick capable of a minimum 19'10" total digging depth capacity, meeting IEMC rated 24" level bottom. It shall be fully hydraulic with a minimum of 180 degrees horizontal swing angle. Fully extended boom will crane a minimum of 2,500 pounds from ground level. Backhoe will be controlled by standard two-lever configuration. Backhoe shall be equipped with a manual, universal quick connector with pin.

LOADER - Bucket to be a general-purpose automatic leveling type with not less than 1.5 cubic yard struck capacity. Dumping height of a minimum 8'4" at 45 degree dump angle.

RIDE CONTROL - Loader shall be equipped with a ride control system consisting of a gas-charged hydraulic accumulator plumbed into the loader lift circuit. Ride control may be either operator selected or automatically controlled by the loader electronic control system. Ride control should have the ability to be disabled at slow ground speeds for digging or loading operations

STABILIZERS - Hydraulic stabilizers with standard type street pads shall be provided for stabilizing and leveling the equipment during operation. Stabilizer cylinders shall be equipped with cylinder rod guards.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

A certification must be furnished denoting that safety installations meet requirements before an award will be made and purchase order issued.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids. No bid is final until formally accepted by the commission.

MISSOURI DEPARTMENT OF TRANSPORTATION
HEAVY-DUTY FOUR-WHEEL DRIVE ARTICULATING LOADER W/QUICK COUPLER FORKLIFT
ATTACHMENT SPECIFICATIONS

ENGINE - Diesel, minimum net SAE HP 110, turbo-charged, 110-volt block heater, dual element air filter, etc.

TRANSMISSION - Power shift with 4 speeds forward, 3 speed reverse, torque converter and clutch disconnect.

STEERING - Full hydraulic power with accumulator backup.

BRAKES, POWER -

Service - Four-wheel foot controlled full hydraulic power actuated wet disc, self-adjusting type.

Parking/Emergency - Mechanical acting, capable of holding stopped vehicle in stationary position. Manual application from operator's seat or applied automatically in the event of any single failure of the service system.

ELECTRICAL SYSTEM - Complete 12 or 24- volt with dual batteries, minimum 65-amp alternator, starter and key ignition switch, electronic hour meter.

HORN - The horn shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator.

BACKUP ALARM - Unit shall have a reverse signal alarm horn that sounds when transmission is shifted into reverse gear. Alarm shall meet all applicable OSHA standards.

AXLES AND DIFFERENTIALS - Full driving axles with conventional or limited slip differentials. No-spin or self-locking differentials are not acceptable in any axle.

TIRES - Not less than 17.5 x 25, 12 ply tubeless radial standard. Tire ballast not acceptable. Rims, valves and cap to conform to the standards of the Tire and Rim Association. Tire and rim assembly to be interchangeable on all wheels. All wheels shall include stem guards.

CAPACITIES - Minimum standard operating weight 22,000 lbs., and minimum standard static tipping load at 0 degrees 19,500 lbs and minimum dump height with bucket at 45 degrees dump angle 100". Auxiliary counterweight will be provided if manufacturer recommends it.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with ISO 3471 Standards.

All weather, fully enclosed, welded steel, with tempered glass. The cab shall be fully insulated with sound suppressing materials, have all-around visibility, integral roll-over protective structure (ROPS), flat deck operator platform, front and rear HD electric windshield wiper with washer, HD HVAC system consisting of heat, defrost, and air conditioning with multi-speed fan. Adjustable deluxe suspension upholstered operators seat with armrests (*must be an upgrade from the standard seat*) and retractable seat belt. AM/FM radio with concealed or brush resistant antenna. In cab adjustable sun visor. The cab shall have full access LH door with swing-out window. Window shall latch back for full ventilation. Unit shall have one window opposite of the full access door to serve as an emergency exit. Window shall swing open and latch back for ventilation. The cab, canopy and ROPS structure will have a common structural design. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours.

All components must be positioned in such a manner that will not create a hazard to the operator when entering or leaving the cab or while operating the loader.

All steps and handholds shall be positioned to allow for 3 points of contact at all times while entering or exiting the cab. All steps shall have a non-skid surface.

CONTROLS AND INSTRUMENTS - In cab mounted, easily accessible to operator, including fuel gauge.

HYDRAULIC SYSTEM: - Loader shall be of hydraulic lift, lower, dump, rollback and float. The boom lift and bucket mechanisms shall be operated by double acting hydraulic cylinders. Steering system shall be operated by single acting hydraulic cylinders. All hydraulic cylinders shall have chrome plated or nitride coated rods fitted with seals and dust protectors. All hydraulic hoses and lines within the operator's station must be enclosed to prevent oil spray on the operator if a hose or line failure occurs. Hydraulic reservoir must have fluid level sight gauge, easily readable and shatterproof.

RIDE CONTROL – Loader shall be equipped with a ride control system consisting of a gas-charged hydraulic accumulator plumbed into the loader lift circuit. Ride control may be either operator selected or automatically controlled by the loader electronic control system. Ride control should have the ability to be disabled at slow ground speeds for digging or loading operations.

HYDRAULIC QUICK COUPLER ATTACHMENT – Loader shall be equipped with a hydraulically actuated quick coupler system. All hydraulic valves, hoses, cylinders and in-cab controls required to operate the quick coupler must be included. The quick coupler attachment shall be designed for quick changing of all attachments to the loader arms using hydraulically actuated pins.

BUCKET WITH QUICK COUPLER BRACKETS - General-purpose type, not less than 2.0 cubic yard struck capacity with automatic leveling and returns to dig capability. Bucket shall be supplied with a reversible bolt-on cutting edge. Unit shall also be delivered with one extra reversible bolt-on cutting edge. The quick coupler bucket attachment shall be designed so that no modifications are needed when changing between the forklift attachment and bucket.

Unit must be delivered with adequate counter weight for the bucket size and boom length supplied.

FORKLIFT ATTACHMENT WITH QUICK COUPLER BRACKETS - To include two (2) forged one-piece steel 48" length forks with 60" lateral adjustments. The quick coupler forklift attachment should be designed for quick attachment to the loader arms using hydraulic actuated bucket pins or equal type coupler after the bucket has been removed. The quick coupler forklift attachment shall be designed so that no modifications are needed when changing between the forklift attachment and bucket. The forklift attachment should have a minimum of 7,000 pounds lifting capacity at 8' lift height and 24" load center.

FENDERS, FRONT AND REAR - The rear fenders are to be constructed of all steel material. The front fenders shall have a poly shell. Fenders shall provide protection to the vehicle from material and objects thrown by the tires. The protection may be accomplished by design and structure of the vehicle or as a fender attachment. All steps, including ladders, tops of fenders used for service and/or operation must be non-skid surface. All steps and handholds shall be positioned to allow for 3 points of contact at all times.

LIGHTS AND SIGNALS - Driving Lights with guards, front and rear work lights, tail and stoplights, flashing directional signals. If LED lights are available for the tail lights, stoplights, and directional signals, they must be supplied.

BEACON WIRING/SWITCH – Unit shall have factory installed beacon switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights.

VANDALISM PROTECTION - To have lockable cab doors, engine panels, hydraulic oil reservoir cap, radiator filter cap and fuel tank cap. All locks to be keyed alike.

NOTE: Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

**MISSOURI DEPARTMENT OF TRANSPORTATION
EXTRA HEAVY-DUTY FOUR-WHEEL DRIVE ARTICULATING LOADER SPECIFICATIONS**

ENGINE - Diesel, minimum net SAE HP 135, turbo-charged, 110-volt block heater, dual element air filter, etc.

TRANSMISSION - Power shift with 4 speeds forward, 3 speed reverse, torque converter and clutch disconnect.

STEERING - Full hydraulic power with accumulator backup.

BRAKES, POWER -

Service - Four-wheel foot controlled full hydraulic power actuated wet disc, self-adjusting type.

Parking/Emergency - Mechanical acting, capable of holding stopped vehicle in stationary position. Manual application from operator's seat or applied automatically in the event of any single failure of the service system.

ELECTRICAL SYSTEM - Complete 12 or 24- volt with dual batteries, minimum 65-amp alternator, starter and key ignition switch, electronic hour meter.

HORN - The horn shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator.

BACKUP ALARM - Unit shall have a reverse signal alarm horn that sounds when transmission is shifted into reverse gear. Alarm shall meet all applicable OSHA standards.

AXLES AND DIFFERENTIALS - Full driving axles with conventional or limited slip differentials. No-spin or self-locking differentials are not acceptable in any axle.

TIRES - Not less than 20.5 x 25, 12 ply tubeless radial standard. Tire ballast not acceptable. Rims, valves and cap to conform to the standards of the Tire and Rim Association. Tire and rim assembly to be interchangeable on all wheels. All wheels shall include stem guards.

CAPACITIES - Minimum standard operating weight 26,000 lbs., and minimum standard static tipping load at 0 degrees 19,500 lbs and minimum dump height with bucket at 45 degrees dump angle 105". Auxiliary counterweight will be provided if manufacturer recommends it.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with ISO 3471 Standards.

All weather, fully enclosed, welded steel, with tempered glass. The cab shall be fully insulated with sound suppressing materials, have all-around visibility, integral roll-over protective structure (ROPS), flat deck operator platform, front and rear HD electric windshield wiper with washer, HD HVAC system consisting of heat, defrost, and air conditioning with multi-speed fan. Adjustable deluxe suspension upholstered operators seat with armrests (*must be an upgrade from the standard seat*) and retractable seat belt. AM/FM radio with concealed or brush resistant antenna. In cab adjustable sun visor. The cab shall have full access LH door with swing-out window. Window shall latch back for full ventilation. Unit shall have one window opposite of the full access door to serve as an emergency exit. Window shall swing open and latch back for ventilation. The cab, canopy and ROPS structure will have a common structural design. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours.

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HYDRAULIC QUICK COUPLER ATTACHMENT – Loader shall be equipped with a hydraulically actuated quick coupler system. All hydraulic valves, hoses, cylinders and in-cab controls required to operate the quick coupler must be included. The quick coupler attachment shall be designed for quick changing of all attachments to the loader arms using hydraulically actuated pins.

BUCKET WITH QUICK COUPLER BRACKETS - General-purpose type, not less than 2.5 cubic yard struck capacity with automatic leveling and returns to dig capability. Bucket shall be supplied with a reversible bolt-on cutting edge. Unit shall also be delivered with one extra reversible bolt-on cutting edge. The quick coupler bucket attachment shall be designed so that no modifications are needed when changing between the forklift attachment and bucket.

Unit must be delivered with adequate counter weight for the bucket size and boom length supplied.

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LIGHTS AND SIGNALS - Driving Lights with guards, front and rear work lights, tail and stoplights, flashing directional signals. If LED lights are available for the tail lights, stoplights, and directional signals, they must be supplied.

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NOTE: Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 -- Missouri Department of Transportation, Division 10 -- Missouri Highways and Transportation Commission, Chapter 11 -- Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

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

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.