



August 28, 2008

To: Equipment Dealers/Manufacturers

Dear Sir or Madam:

The Missouri Department of Transportation (MoDOT) is in the process of soliciting competitive bids for pup trailers. Bids should be mailed to General Services-Fleet, P.O. Box 270, Jefferson City, MO 65102 and will be opened on September 18, 2008 at 2:00 p.m. Please note the enclosed Terms and Conditions that contain all "boiler plate" information and special notes.

If you have any questions about this bid, please feel free to contact me at 573-526-2529, or by email at [warren.blanchard@modot.mo.gov](mailto:warren.blanchard@modot.mo.gov).

Thank you.

Warren Blanchard  
General Services Specialist



## **PRICING SHEETS**

Missouri Department of Transportation  
General Services Division  
Jefferson City, Missouri

The purpose of this document is to solicit competitive sealed bids from bidders for the purchase of pup trailers for the ten district offices (see page 12) in accordance with the requirements stated herein. **There is no guarantee as to how many units will be ordered.**

Bid prices should be firm for purchase until September 30, 2009. Three (3) one-year extensions are available upon mutual consideration by Missouri Department of Transportation and the successful bidder. Allowance for inflation increases will be considered at the time of offer of these extensions.

Submit descriptive literature and specifications showing exact equipment you propose to furnish. Bid price should include the cost of two (2) Operator's Manuals, two (2) Parts Books, and two (2) Technical Service Manuals.

**A COMPLETE LIST OR CATALOG DESCRIBING ALL AVAILABLE TRAINING MATERIALS RELATED TO THE ITEMS YOU ARE BIDDING MUST BE INCLUDED IN YOUR BID.**

Warranty information beyond the Missouri Department of Transportation's requirement must be submitted with your bid.

*The vendor shall demonstrate to the District prior to acceptance by the District, that the equipment delivered complies fully with the enclosed specifications.*

**NET DELIVERED FIRM PRICE** - the unit(s) shall be delivered complete and ready for use to the delivery destination.

**BID AWARD CRITERIA** 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. You should indicate on the bid sheets which Districts you would like to provide services to in order for your bid to be considered. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.



**8 – 10 cubic yard Pup Dump Trailer**

**OVERALL LENGTH:** Approximately 33 –34 Feet

**CHASSIS LENGTH:** Sufficient for length of dump body.

**TONGUE:** Length as needed; minimum 2 3/8 inch inside diameter tow eye;  
5/8 inch HT safety chains; Crank support jack.

**AXLE SPACING:** Must be greater than 50 inches and less than 96 inches.

**AXLES:** 2 each, Dana D22 (referenced as guide to requirements), 5 inch RD ½ inch W 71.5 trac.  
A hub odometer, which registers in miles, should be installed on one of the axles.

**BRAKES:** Bendex ABS

**ELECTRICAL:** 12 V, 7 way harness. With Independent Stop and Turn Lights.

**HUB/DRUM:** Outboard iron 10 stud. Piloted Hub.

**WHEELS:** 8 of 8.25 x 22.5, with preferred White finish

**TIRES:** 8 of 11R22.5 radial.

**HOIST:** 63-97 Warren Telescopic, 6 inch, 3 stage, 97 inch stroke; 1 x 26 inch hoist hose  
(Warren referenced as guide only to describe requirements).

**MISCELLANEOUS:** Electric, air, and hydraulic lines extended to end of tongue; 1 x 48 inch hydraulic  
jumper hose with male parker 86-2 push/pull coupler; Federal conspicuity tape.

**COLOR:** "Highway Yellow" #13432 or Black

**BODY LENGTH:** Approximately 12 feet

**BODY WIDTH:** Approximately 96 inches outside dimension and approximately 87 inches inside dimension.

**BODY SIDE HEIGHT:** 36 inches.

**BODY BULKHEAD HEIGHT:** Approximately 46 inches.

**LIGHTS:** Meeting US DOT and Missouri requirements with sealed wiring in protective vinyl loom.

**TARP:** A "window shade" style tarp, such as Aero's Easy Cover or Pulltarp's Supershield system shall  
be provided.

**FINISH/BODY:** "Highway Yellow" #13432 or Black with rust inhibiting primer.



**Item # 1 Pup Trailer**, meeting the specifications described above, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager (See page 12).

EACH \$ \_\_\_\_\_

**OPTIONS**

OPTION	DESCRIPTION	Price
Option 1		
Option 2		
Option 3		
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	

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

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount* \_\_\_\_\_

Delivery will be made \_\_\_\_\_ days after receipt of order.



## **Training**

All specialty equipment and equipment purchased by MoDOT shall have the minimum vendor training supplied as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
- b. Operator manuals must be hard copy and supplied with each individual unit.

All vendors shall provide an 800 number for technical assistance, manned during normal working hours (8AM to 5PM)



**NOTE:** For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING PRODUCTS" must be either attached to the bid or on file in this office and must be dated in the current model year.

**NOTE:** The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT" certificates of compliance must be completed and submitted with your bid for it to be considered responsive.

The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.

**BIDS TO BE MAILED TO:**  
Missouri Department of Transportation  
General Services - Fleet  
P.O. Box 270  
1320 Creek Trail Drive  
Jefferson City, Missouri 65102  
**Clearly marked**  
**Bid Request No. 3-080918**

FIRM \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEIN # \_\_\_\_\_



**3-080918**

**NOTICE \* \* \* \* NOTICE \* \* \* \* NOTICE**

The department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment that meets the Missouri Department of Transportation's specifications.

Each bidder is asked to indicate below whether they would be willing to offer equipment for sale to these local political entities at the same bid price offered to this department.

It is understood the department will not issue purchase orders, accept delivery nor make payment for equipment ordered by any of these agencies. It is further understood the price is based on the unit meeting the department's 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 department bids, because of different delivery destinations please indicate the price f.o.b. your location that would be offered as described above.

\$ \_\_\_\_\_  
(Price) (Location)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(Each vendor should complete the appropriate sections of this form and submit with their bid.)



**PREFERENCE IN PURCHASING PRODUCTS**

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

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

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

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

**FOR CORPORATIONS:**

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

**FOR OTHERS:**

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

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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

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

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

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

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

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

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

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



**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 are **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): \_\_\_\_\_



**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT CONTINUED**

**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.**



**All prices must include completed delivery to any of the below listed delivery destinations.**

Missouri Department of Transportation  
District 1 Garage  
3602 N. Belt Highway  
St. Joseph, Missouri 64502  
Maint & Traffic Eng, **Koelle Barbour**  
[Koelle.barbour@modot.mo.gov](mailto:Koelle.barbour@modot.mo.gov)  
816-387-2446

Missouri Department of Transportation  
District 6 Garage  
2309 Barrett Station Rd.  
Ballwin, Missouri 63021  
General Services Manager, **Robert Zahner**  
[robert.zahner@modot.mo.gov](mailto:robert.zahner@modot.mo.gov)  
314-301-1422

Missouri Department of Transportation  
District 2 Garage  
902 N. Missouri St.  
Macon, Missouri 63552  
General Services Manager, **Joseph Hinton**  
[joseph.hinton@modot.mo.gov](mailto:joseph.hinton@modot.mo.gov)  
660-385-8240

Missouri Department of Transportation  
District 7 Garage  
3901 East 32<sup>nd</sup> Street  
Joplin, Missouri 64804  
General Services Manager, **John Sinclair**  
[john.sinclair@modot.mo.gov](mailto:john.sinclair@modot.mo.gov)  
417-629-3220

Missouri Department of Transportation  
District 3 Garage  
Highway 61 South  
Hannibal, Missouri 63401  
General Services Manager, **Darrell Barnes**  
[darrell.barnes@modot.mo.gov](mailto:darrell.barnes@modot.mo.gov)  
573-248-2590

Missouri Department of Transportation  
District 8 Garage  
3025 E. Kearney  
Springfield, Missouri 65804  
General Services Manager, **Brad Leonard**  
[bradley.Leonard@modot.mo.gov](mailto:bradley.Leonard@modot.mo.gov)  
417-895-7700

Missouri Department of Transportation  
District 4 Garage  
2050 N.E. Independence.  
Lee Summit Missouri 64064  
General Services Manager, **Cindy Beebe**  
[cynthia.beebe@modot.mo.gov](mailto:cynthia.beebe@modot.mo.gov)  
816-622-0053

Missouri Department of Transportation  
District 9 Garage  
3956 East Main  
Willow Springs, Missouri 65793  
General Services Manager, **Jacky Traw**  
[jacky.traw@modot.mo.gov](mailto:jacky.traw@modot.mo.gov)  
417-469-9041

Missouri Department of Transportation  
District 5 Garage  
1511 Missouri Blvd  
Jefferson City, Missouri 65101  
General Services Manager, **Coleen Welter**  
[coleen.welter@modot.mo.gov](mailto:coleen.welter@modot.mo.gov)  
573-751-3660

Missouri Department of Transportation  
District 10 Garage  
201 N. Main  
Sikeston, Missouri 63801  
General Services Manager, **Ronald Miller**  
[ronald.miller@modot.mo.gov](mailto:ronald.miller@modot.mo.gov)  
573-472-5318

Missouri Department of Transportation  
General Services Complex  
830 MoDOT Drive  
Jefferson City, Missouri 65101  
Mechanic Supervisor, **Kenny Terry**  
[Kenny.terry@modot.mo.gov](mailto:Kenny.terry@modot.mo.gov)  
573-751-8752

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

**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. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. 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

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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 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 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.
- d. 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.

**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

**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

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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.

## SPECIAL TERMS AND CONDITIONS

### Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

### Required Specifications

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

### Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

### 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. You should indicate on the bid sheets which Districts you would like to provide services to in order for your bid to be considered. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

### Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.