

MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	3-140613TV
DATE	May 22, 2014

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

2:00 pm., Local Time, June 13, 2014

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING EQUIPMENT.

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: Tom Veasman

BUYER TELEPHONE: 573-522-4404

BUYER EMAIL:

tom.veasman@modot.mo.gov

BRUSH CHIPPERS

This Request For Bid seeks bids from qualified organizations to provide CHIPPERS in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following **physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109** until 2:00 p.m., June 13, 2014. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/BrushandDebrisChipper.htm>

Components of Agreement: The Agreement between MHTC and the successful Bidder(s) 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 and the bid submitted by the Bidder in response to the RFB. 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: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

Federal I.D. No. _____

By (Signature): _____

Email Address: _____

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 chipper(s) 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, June 13, 2014.**

RFB COORDINATOR:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

**Missouri Department of Transportation
P. O. Box 270
Jefferson City, MO 65102
Attn: Tom Veasman**

PHYSICAL ADDRESS:

**Missouri Department of Transportation
General Services Division
830 MoDOT Drive
Jefferson City, MO 65109
Attn: Tom Veasman**

Note that submission of bids to the above mailing address must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

PHONE: 573-522-4404

FAX: 573-526-6948

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of chippers 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) State Map of MoDOT Districts by County
 - 5) Specifications /Pricing Pages /General Information Pages
 - 6) Vendor Information and Preference Certification Form
 - 7) Cooperative Purchasing Form
 - 8) Anti-Collusion Statement
 - 9) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide chippers 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 Required Specifications: All equipment bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

- 2.3.1 The equipment shall be delivered complete and ready for use to the delivery destination. Unless otherwise specified in the bid, all prices quoted by the bidder must be F.O.B. MoDOT with all delivery, handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.
- 2.3.2 The following MoDOT locations shall be the delivery points for the majority of MoDOT's purchases. However, MoDOT may specify locations other than those shown below for delivery.

Northwest District Garage
3602 N. Belt Highway
St. Joseph, Missouri 64502
NW District General Services Manager, Danny Rosenbohm
Danny.Rosenbohm@modot.mo.gov
816-387-2446

Kansas City District Garage
2050 N.E. Independence
Lee Summit Missouri 64064
KC District General Services Manager, Joseph Hinton
Joseph.Hinton@modot.mo.gov
816-347-4101

Northeast District Garage
Highway 61 South
Hannibal, Missouri 63401
NE District General Services Manager, Roy Hogsett
Roy.Hogsett@modot.mo.gov
660-385-8674

NE District-Macon Location
26988 US Highway 63
Macon, Missouri 63552
NE District General Services Manager, Roy Hogsett
Roy.Hogsett@modot.mo.gov
660-385-8674

Central District Garage
1511 Missouri Blvd
Jefferson City, Missouri 65101
CD District General Services Manager, Coleen Welter
coleen.welter@modot.mo.gov
573-751-3660

St. Louis District Garage
2309 Barrett Station Rd
Ballwin, Missouri 63021
STL District General Services Manager, Scott Boyer
Scott.Boyer@modot.mo.gov
314-301-1422

Southwest District Garage
Springfield, Missouri 65804
3025 E. Kearney
SW District General Services Manager, John Sinclair
John.Sinclair@modot.mo.gov
417-829-8033

SW District-Joplin Location
3901 East 32nd Street
Joplin, Missouri 64804
SW District General Services Manager, John Sinclair
John.Sinclair@modot.mo.gov
417-829-8033

Southeast District Garage
201 N. Main
Sikeston, Missouri 63801
SE District General Services Manager, Jacky Traw
Jacky.Traw@modot.mo.gov
417-469-9041

SE District-Willow Springs Location
3956 East Main
Willow Springs, Missouri 65793.
SE District General Services Manager, Jacky Traw
Jacky.Traw@modot.mo.gov
417-469-9041

2.4 Other Contractual Requirements:

- 2.4.1 Contract Period - The contract shall commence from the date of award until June 30, 2015 with up to three (3) one-year renewal option periods, or any portion therein.
- 2.4.2 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.
- 2.4.3 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 first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.4.4 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.

2.5 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: \$

2.6 Equipment Refurbishments: 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.

2.7 Diesel Fuel Requirements: 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.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-140613TV – Chippers**”. Vendors should include in their bid package any literature or brochures for each chipper that they bid to include full specifications and features/options available on their unit. It is recommended that this information be provided either by: 1) Flash drive-include color photos to be posted to MoDOT’s website. 2) Forwarded by e-mail as a scanned (PDF) document to: Tom.Veasman@modot.mo.gov 3) Color brochure of unit(s).

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.

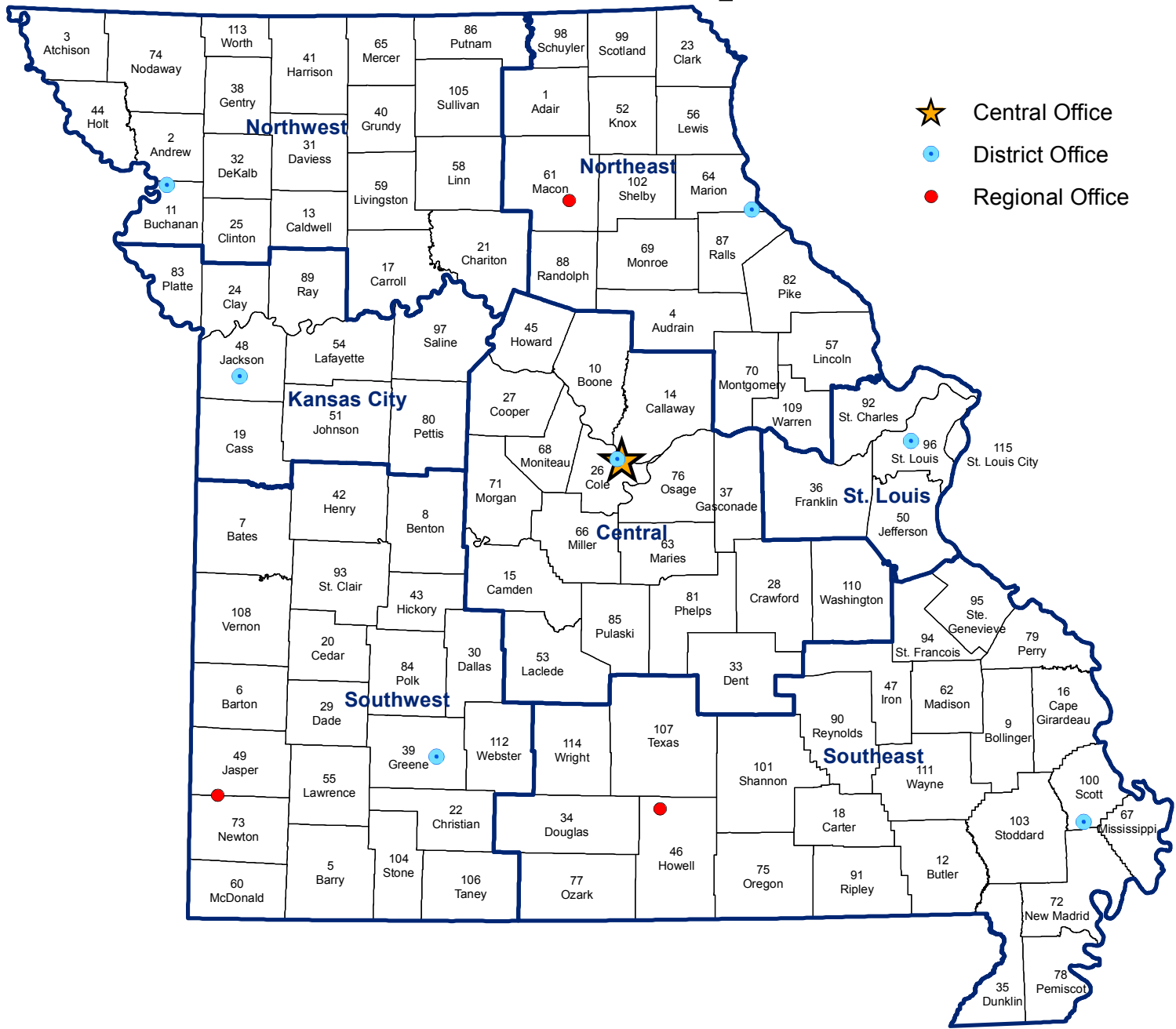
3.1.4 Open Competition / Request For Bid Document:

- 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. After determination of award, individual delivery destination's shall use the following criteria to determine the "lowest and best" bid based on model features, price, warranty, service, delivery timeline, and historic information/facts/recommendations gained from the bidder, references or other sources pertaining to performance, reliability and ease of use. Selection of a chipper will not be made solely based on low price.
- b. The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

Missouri Department of Transportation District Map



- ★ Central Office
- District Office
- Regional Office

County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	77	SE	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	78	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW			Schuyler	98	NE				
Cass	19	KC	Greene	39	SW	Livingston	59	NW			Scotland	99	NE				
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW			Scott	100	SE				



MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR 8” – 10” BRUSH CHIPPERS

It is the intent of these specifications to describe a quiet operating, rear feed chute brush chipper that has the ability to chip green or dry brush and all types of wood, with a rated capacity of between 8” and 10” diameter. The above chipper is to be self-contained trailer style chipper capable of withstanding normal chipping conditions and transport over the road at highway speeds. Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE standards and amendments thereto.

ENGINE

Shall be an industrial gas or diesel engine
Minimum 35 horsepower (Vendor may bid additional engine options on Pricing Page under OPTIONS)
Replaceable spin-on oil filter, standard
Hood or side panels, removable
Controls throttle and clutch lever
Fuel tank, standard capacity with gauge/indicator showing fuel content
Clutch, Automotive style or over the center locking type

ELECTRICAL SYSTEM, 12 VOLT

Shall have starter, alternator (or generator) and battery with lockable box.

INSTRUMENTS

Hour meter, key lock and starter switch. The instrument panel shall be conveniently located for easy accessibility to give operator instant and constant control over all operations. Engine should have automatic shut-down for high temperature or low oil pressure.

CHIPPING UNIT

The chipping unit shall be complete with steel disc style or drum style chipper (with a minimum two knives), folding feed table or apron, adjustable (height and 270 or 360 degree direction) discharge chute and deflective bonnet. A minimum 500 CFM blower or use of centrifugal force shall be used for adequate discharge of all material under all operating conditions. All components must meet or exceed all the latest safety requirements.

FEED SYSTEM

Hydraulic powered. The unit shall be equipped with an automatic feed system control that stops or reverses the feed system at a pre-set engine RPM to protect the chipper from lugging to the point of stalling the engine. When the engine has recovered to full RPM's the control may restart the feed system. The unit must have an emergency positive safety stop or reversing feed wheel device for operator safety.

TRAILER

Two-wheeled leaf spring or independent torsion spring type with 2” ball hitch, front retractable and adjustable parking stand and fenders. Adequate axle tire and wheel size and capacity shall be standard of manufacturer (if manufacturer's standard is less than 14” then unit must include an upgrade to a minimum of 14” tire/wheel size). To have combination tail, stop and directional lights, clearance lights, safety chains and 6 pin trailer wiring connection for attaching to towing vehicle.

PRICING PAGE - ITEM #1 BID

ITEM #1: 8" – 10" CHIPPER shall meet the attached specification.

I am bidding (MAKE) _____ (MODEL) _____

Outright Purchase Price \$ _____

Monthly Cost to Rent \$ _____ (To include delivery)

% of Rental Payments Applied to Purchase if later Purchased _____

NET DELIVERED PRICE to any of the districts selected below.

OPTIONS

Option 1a: Electric Brakes \$ _____

Option 1b: Extra Set of Chipper Knives \$ _____

Option 1c: Hydraulic winch with 150' 5/16" winch rope \$ _____

Option 1d: Dump Truck Package to include: \$ _____

1) Pintle hitch to fit Premier Manufacturing Model 235NT or Model 100 Saf-Tite (pintle eye to have a maximum cross-section of 1 11/16 in. and minimum eye opening of 2 3/8 in.)

2) 7-way Round trailer hook-up meeting SAE J560 wiring requirements with independent (separate) stop and turn lamps on each side of the back of the chipper. Unit shall be equipped with electric brakes.

Option 1e: Extended Warranty: Length of Ext. Warranty Period _____ \$ _____

Option 1f: _____ \$ _____

Option 1g: _____ \$ _____

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

**Please indicate with an 'X' the MoDOT Districts for which you are bidding this item.
(Bidders are responsible for servicing all counties within the district(s) selected.)**

Northwest District (St. Joseph) _____

Northeast District (Hannibal) _____

Kansas City District _____

Central District (Jefferson City) _____

St. Louis District _____

Southwest District (Springfield) _____

Southeast District (Sikeston) _____

All Districts _____

Vendors should submit a list of any additional options/accessories with detailed pricing information for each model of chipper that your company bids. Please indicate below the percent (%) of discount off Manufacturers' Suggested Retail Prices (MSRP) for all chipper options/accessories available in your data book or pricing guides for chippers bid under Item #1. This information will be posted on MoDOT's website for other entities to view.

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

GENERAL INFORMATION FOR ITEM #1

ITEM # 1 **CHIPPERS shall meet the attached specifications.**

I am bidding (MAKE)_____ (MODEL)_____

Chipper Manufacturer's Specifications:

Chipper Capacity in inches:_____ Engine Make:_____

Engine HP @ 2200 RPM:_____ Air or Liquid Cooled Engine: _____

No. of Engine Cylinders: _____ Engine Fuel Type:_____

Chipper Weight:_____ Fuel Capacity in Gallons:_____

In-feed Table Size:_____ In-feed Throat Size:_____

Number of Knives:_____ RPM of Drum:_____

Tire Size:_____ Axle Rating in Lbs._____

Warranty Information :

Standard Warranty (Minimum 1-year): What does it cover? For how long? _____

Extended Warranties: What does it cover? For how long? _____

MISSOURI DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR 11" – 13" BRUSH CHIPPERS

It is the intent of these specifications to describe a quiet operating, rear feed chute brush chipper that has the ability to chip green or dry brush and all types of wood, with a rated capacity of between 11" and 13" diameter. The above chipper is to be a self-contained trailer style chipper capable of withstanding normal chipping conditions and transport over the road at highway speeds. Complete machine must be manufactured in accordance with the latest adopted OSHA and/or SAE standards and amendments thereto.

ENGINE

Shall be an industrial gas or diesel engine, liquid cooled with a minimum of 74 horsepower
Replaceable spin-on oil filter, standard
Hood or side panels, removable
Controls throttle and clutch lever
Fuel tank, standard capacity with gauge/indicator showing fuel content
Clutch, Automotive style or over the center locking type

ELECTRICAL SYSTEM, 12 VOLT

Shall have starter, alternator (or generator) and battery with lockable box.

INSTRUMENTS

Hour meter, water temperature gauge, oil and electrical indicators, key lock and starter switch. The instrument panel shall be conveniently located for easy accessibility to give operator instant and constant control over all operations. Engine should have automatic shut-down for high temperature or low oil pressure.

CHIPPING UNIT

The chipping unit shall be complete with steel drum style chipper (with a minimum two knives), feed table or apron, adjustable (height and 270 or 360 degree direction) discharge chute and deflective bonnet. A minimum 500 CFM blower or use of centrifugal force shall be used for adequate discharge of all material under all operating conditions. All components must meet or exceed all the latest safety requirements.

FEED SYSTEM

Hydraulic powered. The unit shall be equipped with an automatic feed system control that stops or reverses the feed system at a pre-set engine RPM to protect the chipper from lugging to the point of stalling the engine. When the engine has recovered to full RPM's the control may restart the feed system. The unit must have an emergency positive safety stop or reversing feed wheel device for operator safety.

TRAILER

Two wheeled leaf spring or independent torsion spring type, front retractable and adjustable parking stand and fenders. Adequate axle tire and wheel size and capacity shall be standard of manufacturer (14" minimum recommended tire size). To have clearance lights, safety chains and the Dump Truck Hook-up Package to include:

- 1) Pintle hitch to fit Premier Manufacturing Model 235NT or Model 100 Saf-Tite (pintle eye to have a maximum cross-section of 1 11/16 in. and minimum eye opening of 2 3/8 in.)
- 2) 7-way Round trailer hook-up meeting SAE J560 wiring requirements with independent (separate) stop and turn lamps on each side of the back of the chipper. Unit shall be equipped with electric brakes.

ITEM #2: 11" – 13" CHIPPER shall meet the attached specification.

PRICING PAGE - ITEM #2 BID

I am bidding (MAKE) _____ (MODEL) _____

Outright Purchase Price \$ _____

Monthly Cost to Rent \$ _____ (To include delivery)

% of Rental Payments Applied to Purchase if later Purchased _____

NET DELIVERED PRICE to any of the districts selected below.

OPTIONS:

- | | | |
|-------------------|--|----------|
| Option 2a: | Engine Block Heater | \$ _____ |
| Option 2b: | Ball hitch with 6-Way trailer hook-up (in lieu of pintle hitch) | \$ _____ |
| Option 2c: | Extra Set of Chipper Knives | \$ _____ |
| Option 2d: | Hydraulic winch with 150' 5/16" winch rope | \$ _____ |
| Option 2e: | Adjustable length tongue | \$ _____ |
| Option 2f: | Extended Warranty: Length of Warranty Period _____ | \$ _____ |
| Option 2g: | _____ | \$ _____ |
| Option 2h: | _____ | \$ _____ |
| Option 2i: | _____ | \$ _____ |

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

**Please indicate with an 'X' the MoDOT Districts for which you are bidding this item.
(Bidders are responsible for servicing all counties within the district(s) selected.)**

Northwest District (St. Joseph) _____
Kansas City District _____
St. Louis District _____
Southeast District (Sikeston) _____

Northeast District (Hannibal) _____
Central District (Jefferson City) _____
Southwest District (Springfield) _____

All Districts _____

Vendors should submit a list of any additional options/accessories with detailed pricing information for each model of chipper that your company bids. Please indicate below the percent (%) of discount off Manufacturers' Suggested Retail Prices (MSRP) for all chipper options/accessories available in your data book or pricing guides for chippers bid under Item #2. This information will be posted for other entities to view.

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

GENERAL INFORMATION FOR ITEM #2

ITEM # 2 CHIPPERS shall meet the attached specifications.

I am bidding (MAKE)_____ (MODEL)_____

Chipper Manufacturer's Specifications:

Chipper Capacity in inches:_____ Engine Make:_____

Engine HP @ 2200 RPM:_____

No. of Engine Cylinders: _____

Engine Fuel Type:_____

Chipper Weight:_____

Fuel Capacity in Gallons:_____

In-feed Table Size:_____

In-feed Throat Size:_____

Number of Knives:_____

RPM of Drum:_____

Tire Size:_____

Axle Rating in Lbs._____

Warranty Information :

Standard Warranty (Minimum 1-year): What does it cover? For how long? _____

Extended Warranty: What does it cover? For how long? _____

**MISSOURI DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR 14" – 16" BRUSH CHIPPERS**

It is the intent of these specifications to describe a quiet operating, rear feed chute brush chipper that has the ability to chip green or dry brush and all types of wood, with a rated capacity of between 14" and 16" diameter. The above chipper is to be self-contained trailer style chipper capable of withstanding normal chipping conditions and transport over the road at highway speeds. Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE standards and amendments thereto.

ENGINE

Shall be an industrial gas or diesel engine, liquid cooled with a minimum of 85 horsepower
Replaceable spin-on oil filter, standard
Hood or side panels, removable
Controls throttle and clutch lever
Fuel tank, standard capacity with gauge/indicator showing fuel content
Clutch, Automotive style or over the center locking type

ELECTRICAL SYSTEM, 12 VOLT

Shall have starter, alternator (or generator) and battery with lockable box.

INSTRUMENTS

Tachometer, hour meter, water temperature gauge, oil and electrical indicators, key lock and starter switch. The instrument panel shall be conveniently located for easy accessibility to give operator instant and constant control over all operations. Engine should have automatic shut-down for high temperature or low oil pressure.

CHIPPING UNIT

The chipping unit shall be complete with drum style chipper (with a minimum two knives), feed table or apron, adjustable (height and 270 or 360 degree direction) discharge chute and deflective bonnet. A minimum 500 CFM blower or use of centrifugal force shall be used for adequate discharge of all material under all operating conditions. All components must meet or exceed all the latest safety requirements.

FEED SYSTEM

Hydraulic powered. The unit shall be equipped with an automatic feed system control that stops or reverses the feed system at a pre-set engine RPM to protect the chipper from lugging to the point of stalling the engine. When the engine has recovered to full RPM's the control may restart the feed system. This unit must have an emergency positive safety stop or reversing feed wheel device for operator safety.

TRAILER

Two wheeled leaf spring or independent torsion spring type, front retractable and adjustable parking stand and fenders. Adequate axle tire and wheel size and capacity shall be standard of manufacturer (14" minimum recommended tire size). To have clearance lights, safety chains and the Dump Truck Hook-up Package to include:

- 1) Pintle hitch to fit Premier Manufacturing Model 235NT or Model 100 Saf-Tite (pintle eye to have a maximum cross-section of 1 11/16 in. and minimum eye opening of 2 3/8 in.)
- 2) 7-way Round trailer hook-up meeting SAE J560 wiring requirements with independent (separate) stop and turn lamps on the back of the chipper. Unit shall be equipped with electric brakes.

GENERAL INFORMATION FOR ITEM #3

ITEM # 3 **CHIPPERS shall meet the attached specifications.**

I am bidding (MAKE)_____ (MODEL)_____

Chipper Manufacturer's Specifications:

Chipper Capacity in inches:_____ Engine Make:_____

Engine HP @ 2200 RPM:_____

No. of Engine Cylinders: _____

Engine Fuel Type:_____

Chipper Weight:_____

Fuel Capacity in Gallons:_____

In-feed Table Size:_____

In-feed Throat Size:_____

Number of Knives:_____

RPM of Drum:_____

Tire Size:_____

Axle Rating in Lbs._____

Warranty Information :

Standard Warranty (Minimum 1-year): What does it cover? For how long? _____

Extended Warranty: What does it cover? For how long? _____

MISSOURI DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR 17" – 19" BRUSH CHIPPERS

It is the intent of these specifications to describe a quiet operating, rear feed chute brush chipper that has the ability to chip green or dry brush and all types of wood, with a rated capacity of between 17" and 19" diameter. The above chipper is to be self-contained trailer style chipper capable of withstanding normal chipping conditions and transport over the road at highway speeds. Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE standards and amendments thereto.

ENGINE

Shall be an industrial gas or diesel engine, liquid cooled with a minimum 110 horsepower
Replaceable spin-on oil filter, standard
Hood or side panels, removable
Controls throttle and clutch lever
Fuel tank, standard capacity with gauge/indicator showing fuel content
Clutch, Automotive style or over the center locking type

ELECTRICAL SYSTEM, 12 VOLT

Shall have starter, alternator (or generator) and battery with lockable box.

INSTRUMENTS

Tachometer, hour meter, water temperature gauge, oil and electrical indicators, key lock and starter switch. The instrument panel shall be conveniently located for easy accessibility to give operator instant and constant control over all operations. Engine should have automatic shut-down for high temperature or low oil pressure.

CHIPPING UNIT

The chipping unit shall be complete with drum style chipper (with a minimum two knives), feed table or apron, adjustable (height and 270 or 360 degree direction) discharge chute and deflective bonnet. A minimum 500 CFM blower or use of centrifugal force shall be used for adequate discharge of all material under all operating conditions. All components must meet or exceed all the latest safety requirements.

FEED SYSTEM

Hydraulic powered. The unit shall be equipped with an automatic feed system control that stops or reverses the feed system at a pre-set engine RPM to protect the chipper from lugging to the point of stalling the engine. When the engine has recovered to full RPM's the control may restart the feed system. This unit must have an emergency positive safety stop or reversing feed wheel device for operator safety.

TRAILER

Two wheeled leaf spring or independent torsion spring type, front retractable and adjustable parking stand and fenders. Adequate axle tire and wheel size and capacity shall be standard of manufacturer (14" minimum required tire size). To have directional lights, clearance lights, safety chains and the Dump Truck Hook-up Package to include: 1) Pintle hitch to fit Premier Manufacturing Model 235NT or Model 100 Saf-Tite (pintle eye to have a maximum cross-section of 1 11/16 in. and minimum eye opening of 2 3/8 in.) 2) 7-way Round trailer hook-up meeting SAE J560 wiring requirements with independent (separate) stop and turn lamps on the back of the chipper. Unit shall be equipped with electric brakes.

GENERAL INFORMATION FOR ITEM #4

ITEM # 4 **CHIPPERS shall meet the attached specifications.**

I am bidding (MAKE)_____ (MODEL)_____

Chipper Manufacturer's Specifications:

Chipper Capacity in inches:_____ Engine Make:_____

Engine HP @ 2200 RPM:_____

No. of Engine Cylinders: _____

Engine Fuel Type:_____

Chipper Weight:_____

Fuel Capacity in Gallons:_____

In-feed Table Size:_____

In-feed Throat Size:_____

Number of Knives:_____

RPM of Drum:_____

Tire Size:_____

Axle Rating in Lbs._____

Warranty Information :

Standard Warranty (Minimum 1-year): What does it cover? For how long? _____

Extended Warranty: What does it cover? For how long? _____

**MISSOURI DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR 20" – 22" WHOLE TREE BRUSH CHIPPERS**

It is the intent of these specifications to describe a quiet operating, rear feed chute brush chipper that has the ability to chip green or dry brush and all types of wood, with a rated capacity of between 20" and 22" diameter. The above chipper is to be self-contained trailer style chipper capable of withstanding normal chipping conditions and transport over the road at highway speeds. Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE standards and amendments thereto.

ENGINE

Shall be an industrial gas or diesel engine, liquid cooled with a minimum of 170 horsepower
Replaceable spin-on oil filter, standard
Hood or side panels, removable
Controls throttle and clutch lever
Fuel tank, standard capacity with gauge/indicator showing fuel content
Clutch, Automotive style or over the center locking type

ELECTRICAL SYSTEM, 12 VOLT

Shall have starter, alternator (or generator) and battery with lockable box.

INSTRUMENTS

Tachometer, hour meter, water temperature gauge, oil and electrical indicators, key lock and starter switch. The instrument panel shall be conveniently located for easy accessibility to give operator instant and constant control over all operations. Engine should have automatic shut-down for high temperature or low oil pressure.

CHIPPING UNIT

The chipping unit shall be complete with drum style chipper (with a minimum two knives), feed table or apron, adjustable (height and 270 or 360 degree direction) discharge chute and deflective bonnet. A minimum 500 CFM blower or use of centrifugal force shall be used for adequate discharge of all material under all operating conditions. All components must meet or exceed all the latest safety requirements.

FEED SYSTEM

Hydraulic powered. The unit shall be equipped with an automatic feed system control that stops or reverses the feed system at a pre-set engine RPM to protect the chipper from lugging to the point of stalling the engine. When the engine has recovered to full RPM's the control may restart the feed system. This unit must have an emergency positive safety stop or reversing feed wheel device for operator safety.

TRAILER

Four-wheeled (tandem axle) with front retractable and adjustable parking stand and fenders. Adequate axle tire and wheel size and capacity shall be standard of manufacturer (14" minimum required tire size). To have clearance lights, safety chains and the Dump Truck Hook-up Package to include:

- 1) Pintle hitch to fit Premier Manufacturing Model 235NT or Model 100 Saf-Tite (pintle eye to have a maximum cross-section of 1 11/16 in. and minimum eye opening of 2 3/8 in.)
- 2) 7-way Round trailer hook-up meeting SAE J560 wiring requirements with independent (separate) stop and turn lamps on the back of the chipper. Unit shall be equipped with electric brakes.

GENERAL INFORMATION FOR ITEM #5

ITEM #5 **CHIPPERS shall meet the attached specifications.**

I am bidding (MAKE)_____ (MODEL)_____

Chipper Manufacturer's Specifications:

Chipper Capacity in inches:_____ Engine Make:_____

Engine HP @ 2200 RPM:_____

No. of Engine Cylinders: _____

Engine Fuel Type:_____

Chipper Weight:_____

Fuel Capacity in Gallons:_____

In-feed Table Size:_____

In-feed Throat Size:_____

Number of Knives:_____

RPM of Drum:_____

Tire Size:_____

Axle Rating in Lbs._____

Warranty Information :

Standard Warranty (Minimum 1-year): What does it cover? For how long? _____

Extended Warranty: What does it cover? For how long? _____

MANUALS AND TRAINING REQUIREMENTS

Service & Operator Manuals

- a. A hard copy operator manual must be provided with each individual unit.
- b. One set of service and parts manuals (CD or hard copy) shall be supplied with each individual unit.

Technical Service

All vendors shall provide toll free numbers for technical assistance on all components of the items bid. Toll free numbers shall be manned during normal working hours (8 AM to 4 PM).

Mandatory Training

For each unit sold, the vendor shall supply MoDOT with the following minimum mandatory training:

Three (3) hours of safe operation and routine/preventive maintenance for mechanics and operators. Whole tree chippers (Item #5) will require four (4) hours of training. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. Training shall be provided by factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained) indicated above, the vendor shall come back to the location the training first took place and hold the training again.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

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 **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<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 **M/WBE Information***

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 **not** 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 **Location Products are Manufactured or Produced.***

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:

- 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.

Veteran Information

Business Information

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 **chippers** 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 **chippers** 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 _____)

) **SS.**

COUNTY OF _____)

_____ 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 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.

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 \$100 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.