

**MISSOURI DEPARTMENT OF TRANSPORTATION  
SOUTHEAST DISTRICT  
3956 E. MAIN STREET  
WILLOW SPRINGS, MO 65793**

REQUEST NO.	SEW13-1953RY
DATE	March 12, 2013
PAGE NO.	1 OF 11 PAGES

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

**March 27, 2013 10:00 AM CST**

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

**BIDS TO BE BASED F.O.B. DESTINATION  
MISSOURI DEPARTMENT OF TRANSPORTATION**  
Submit net bid as cash discount stipulations will not be considered

MoDOT  
2675 N. Main  
Sikeston, MO 63801

**SIGN AND RETURN BEFORE TIME SET FOR OPENING**

<b>BUYER:</b>	Gloria Bunch	<b>TELEPHONE:</b>	(417) 469-6256
		<b>EMAIL:</b>	gloria.bunch@modot.mo.gov

**SUPPLIES OR SERVICES**

Southeast MoDOT seeks bids from qualified bidders for the purchase of **Oil Distributor Equipment** in accordance with the requirements stated herein.

*\*\*\*NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addendum(s) issued during the course of this RFB Process.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide Bulk Oil Products. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

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

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_  
**Title:** \_\_\_\_\_

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

## 1. **General Information:**

- 1.1 This solicitation seeks bids from qualified bidders for the purchase of oil distributor equipment in accordance with the requirements stated herein.
- 1.2 Units shall be delivered complete and ready for use to the delivery destination **no later than June 15, 2013.** All prices quoted must be FOB Sikeston with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid. MoDOT will not pay additional surcharges.
- 1.3 Submit descriptive literature and specifications showing the exact proposed equipment. Bid price should include the cost of two (2) Operator's Manuals, two (2) Parts Books and two (2) Technical Service Manuals.
- 1.4 In accordance with RSMO 414.365, MoDOT must use fuel with at least the biodiesel content of B20. (<http://www.moga.mo.gov/statutes/C400-499/4140000354.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 B20 fuel.
- 1.5 A minimum 12 month warranty must be supplied. State what is covered in the standard warranty coverage and/or extended warranty coverage.
- 1.6 The successful vendor shall furnish a minimum of four (4) hours operational training at the delivery site. Topics to be covered are safe operation, routine/preventative maintenance, electrical, chassis, power train and hydraulics if applicable. Warranty coverage should be explained as well.
- 1.7 The vendor shall supply training within one month of delivery and acceptance of the equipment.
- 1.8 An 800 number for technical assistance shall be provided to MoDOT employees.
- 1.9 Bid prices should remain firm for purchase through September 30, 2013. Three (3) six-month extensions are available upon mutual consideration by MoDOT and the successful bidder.

## 2. **Scope of Work:**

- 2.1 Oil distributor equipment must comply with the attached MoDOT specifications and any other provisions outlined in the solicitation document. One (1) 1500 gallon and one (1) 2800 gallon oil distributor shall be supplied using MoDOT's chassis. Installation will be done at MoDOT's facility in Sikeston.
- 2.2 The vendor shall provide all oil distributor equipment to the sole satisfaction of MoDOT.

## 3. **Specific Requirements: 1500 Gallon Heated Asphalt Distributor**

1500 Gallon or less Heated Asphalt Distributor using MoDOT's chassis as specified with steel tank and dished heads, baffles and insulated shell, 8-16 foot telescoping spray bar with 4" incremental width control, double flue heating diesel burners with auto temperature control, 400 GPM heated asphalt pump, automatic clean-out cycle with heated solvent tank, electric heat, rear mounted insulated exhaust stack, 20" diameter manhole, single nozzle hand spray wand, master and cab controls, dual content gauges, pre-soak/wash-down system and auto cleaning strainer.

**Truck Chassis:**

7400 IHC

Front Axle 14,000

Rear Axle 21,000 (but can only scale 20,000 by law)

Total GVWR 35,000

**Special Items:**

- Units to be supplied plumbed with three quick connect hydraulic fittings to be used to disconnect the unit from the truck mounted hydraulic power system (hydraulic power system not supplied, minimum requirements: 32 GPM pressure compensating, load sensing piston pump, and 3600 PSI while truck is traveling at 6 MPH).
- Units to be supplied plumbed with two quick connect fittings to be used to disconnect the unit from the truck engine coolant system.
- Units to be supplied with four Deutz style electrical connectors to control the unit (truck mounted wiring not supplied).
- Unit to have reinforced asphalt pump carrier to facilitate handling/removal.
- Cab control console shipped loose for install.
- Unit to include all hydraulic control valves, electronics and programming to interface with existing chassis mounted hydraulic system (not provide).

**4. Specific Requirements: 2800 Gallon Heated Asphalt Distributor**

2800 Gallon or less Heated Asphalt Distributor using MoDOT's chassis as specified with steel tank and dished heads, baffles and insulated shell, 8-16 foot telescoping spray bar with 4" incremental width control, double flue heating diesel burners with auto temperature control, 400 GPM heated asphalt pump, automatic clean-out cycle with heated solvent tank, electric heat, rear mounted insulated exhaust stack, 20" diameter manhole, single nozzle hand spray wand, master and cab controls, dual content gauges, pre-soak/wash-down system and auto cleaning strainer.

**Truck Chassis:**

7500 IHC

Front Axle 18,000

Rear Axle 20,000 Each

Total GVWR 58,000

**Special Items:**

- Units to be supplied plumbed with three quick connect hydraulic fittings to be used to disconnect the unit from the truck mounted hydraulic power system (hydraulic power system not supplied, minimum requirements: 32 GPM pressure compensating, load sensing piston pump, and 3600 PSI while truck is traveling at 6 MPH).
- Units to be supplied plumbed with two quick connect fittings to be used to disconnect the unit from the truck engine coolant system.
- Units to be supplied with four Deutz style electrical connectors to control the unit (truck mounted wiring not supplied).
- Unit to have reinforced asphalt pump carrier to facilitate handling/removal.
- Cab control console shipped loose for install.
- Unit to include all hydraulic control valves, electronics and programming to interface with existing chassis mounted hydraulic system (not provide)

## 5. **Asphalt Distributor Specifications:**

It is the intent of these specifications to describe a distributor in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete distributor shall be included in the bid and shall conform in strength and quality of material and workmanship to what is usually provided the trade in general. The distributor shall be a current model under standard production by the manufacturer.

### **Function**

The distributor shall perform the following functions:

- Fill tank by distributor pump from outside source.
- Full circulation of material in tank. Material during tank circulation must be returned to the front of the tank and exit rear of tank to ensure full tank circulation.
- Circulate material through spray bar.
- Spray at constant desired application rate, regardless of variation in truck speed.
- Return material in spray bar to tank by pump.
- Hand spray and allow hand spray hose to be cleaned by suction after use.
- Transfer material from an outside source to secondary outside source without entering the distributor tank.
- Pump material from distributor tank to an outside source, or “offload”.
- Automatically go from spray bar circulation mode to spray mode and back to spray bar circulation.
- Distributor is to be capable of returning all material in spray bar, and spray bar lines back to the tank by means of pump.
- Distributor is to be equipped with automatic clean-out system which flushes spray bar, spray bar lines, pump, and bituminous filters and returns clean-out solvent back to clean-out solvent tank. System shall signal horn when clean-out process is complete and leave not more than three quarts of cleaning solution in spray bar assembly.
- 25 gallon heated clean-out solvent tank.
- Clean-out solvent tank shall be heated.
- Clean-out tank is to be capable of drainage by valve on bottom of tank to replace solvent.
- Unit is to use volumetric metering with no by-pass when spraying material to insure proper spread rate.

### **Tank and Fittings**

- Shape is standard oval in cross section. Overall length of tank is to be designed for proper fit to truck and axle load.
- Tank shell is to be constructed of 10 gauge steel. Tank is to have 7 gauge dished and flanged heads, welded to tank shell both inside and out to ensure strength.
- Surge plates are to be installed in tank. Plates are to be made of 7 gauge steel, dished and flanged for integrity. Openings in plates to allow proper flow of material to the pump, and also allow man to crawl through.
- Manhole is to be 20” inside diameter with cover.
- Tank is to be equipped with overflow 3” in diameter and extending at least 6” above bituminous liquid. Overflow is to be designed so that the material drains clear of the chassis frame structure, and also drain from manhole cover platform.
- 2” of mineral wool or 4” of fiberglass insulation is to be used in the construction of tank between aluminum jacket and tank shell. 4” mineral wool or 8” fiberglass insulation is to be used on rear head.

- Tank contents gauge is to be mounted on front and rear side of tank. Contents gauge is to be in 100 gallon increments. Tank gauge is to be float type.
- Spillage collar and overflow drain is to be included in refiner's platform. Ladder with proper safety rails is to be installed for access to platform.
- Tank design and construction is to meet all applicable Federal Cargo Tank Regulations 49 CFR 173.247 with consideration for hot asphalt products.
- Dial thermometer 4".
- Pencil thermometer.
- Distributor is to be capable of loading and transferring material while filtering before the bituminous pump through the filter box. Use of additional cone strainers for load hose is not acceptable.
- Power wash-down system to be included on rear of truck. System to be equipped with 15' of hose and use a spray gun to "atomize" solvent for maximum coverage on rear of machine while using least amount of cleaning solvent. Additional pumping unit for solvent i.e. additional electric pump and pressurized solvent tank not acceptable.
- Hand spray attachment is to have hand wand and cold handle. Attachment is to have 25' hose assembly made of 1" flexible rubber. Hand spray unit is to be capable of suction clean to return material back to tank.
- All bituminous material is to pass through strainer box assembly before entering the asphalt pump. Strainer box and screen is to be cleaned automatically during clean-out cycle and returned to clean-out solvent tank.
- Sampling valve.
- All necessary specialty tools for operation and maintenance of the distributor are to be provided.
- Distributor parts shall be painted using factory standard color of black or metallic gray.

### **Power Unit - Hydrostatic Transmission**

- Bituminous pump is to be heat jacketed. Relief of asphalt pump is to be controlled by hydraulic relief of motor turning the pump. This will allow proper relief settings in both the forward and reverse direction of the pump. Hydraulic motor turning the bituminous pump is to be direct coupled to the pump.
- Hydraulic lines and fittings are to meet SAE standard for pressure and flow. All fittings are to be O-Ring style either boss or flat face seal from hose to fitting.
- Only top quality hose and fittings are to be used on the truck which meet or exceed the recommendations of the hydraulic transmission manufacturer.
- Rear of machine is to control hydraulic speed variance to pump for the purpose of tank circulation, loading, off-loading, etc. electronically using micro controller. Emergency stop for electronic control is to be located both in cab and at rear of machine.

### **Bitumen Pump**

- Positive displacement rotary gear type:
  - a. Pump is to be fully heat jacketed to speed start-up time.
  - b. Pump is to be capable of 400 GPM minimum.
- Location of pump centerline is to be below the bottom level of the tank sump to allow all material to discharge properly and completely from tank to bitumen pump.
- Pump is to be cleaned automatically during clean-out cycle including filter box, spray bar, and spray lines, using heated cleaning solution.

## **Heating System**

- Two (2) diesel fired burners
- Two (2) flue tubes to run through tank and exit through exhaust stack at rear of tank.
- Exhaust stack to be inside of tank skin and insulation to aid in tank heating.
- Flue tubes and burners to be located on each side of the tank in parallel, not stacked vertically, on bottom of tank.
- Stainless steel flue liners.
- Auto thermostat control for heating system.
- Out-fire protection.
- Burners will not be able to ignite if contents are not fully covering both flue tubes.
- Burners are to be capable of running blower motor only without fuel to ensure proper cooling period for flue tube and burner assembly.

## **Spray Bar**

- Full circulating bar is to be 16' in length. Bar is to have a minimum 12 cubic inch cross section for high volume.
- Bar is to be a telescoping spray bar with straight line stop and start.
- Spray valves are to be on 4" centers. Valves are to be internal poppet no leak design.
- Bar is to have 4" incremental controls when extended past 8' on standard bar. This eliminates the need for extra linkage to control the spray valves on the outside of the bar.
- With bar fully extended, operator is to control 1' sections of bar on drivers side for outside 4'. Bar is to be 4" incremental control while using the telescoping feature.
- Electronic switch is to control bar sections individually, as well as a gang on/off switch to be located in the cab of the machine.
- Bar is to be equipped with center mount break-away system for protection in collision.
- Bar is to be equipped with hydraulic extend and raise-lower with adjustable control for spray bar height stop.
- Air solenoid valves are to have independent check valve on rear of machine to ensure proper air pressure is used in distributor functions.

## **Cab Controls and Instruments**

- Computer with in-cab operator controls to include:
  - a. Gang on/off spray bar.
  - b. Individual spray bar section on/off.
  - c. 8 minimum presets for spray application including provisions for shot rate, or distance traveled for shot length.
  - d. Application rate adjustment switch.
  - e. Distance/Volume used reset switch.
  - f. Display selection switch.
- In-cab instrumentation is to have illuminated display containing:
  - a. Bar width.
  - b. Application rate in Gallons per Square Yard or Liters per Square Meter.
  - c. Pump rate in Gallons per Minute or Liters per Minute.
  - d. Distance traveled (resettable).
  - e. Volume used (resettable).
- Computer rate control system will be hooked directly to the truck engine or transmission (same as truck gauge package i.e. RPM and Speedometer) to determine ground speed for application rate. This will ensure maximum accuracy of truck speed. Use of radar type sensor not acceptable.

- Master controls on rear of truck are to include:
  - a. Load/Unload/Transfer.
  - b. Tank Circulate.
  - c. Hand Spray.
  - d. Automatic Clean-out Cycle.
  - e. Cab Control.
  - f. Burner On/Off.
  - g. Thermostat Burner Control.
  - h. Pump Speed.
  - i. Pump Direction.
- Redundant wiring harness from rear controls to cab controls.

### **Component Boxes/Fenders**

- All component boxes/storage boxes are to be weather resistant.

## **6. Invoicing & Payment Requirements**

- 6.1 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 fill the contract.
- 6.2 Unless otherwise provided for in the solicitation documents, payment for all equipment shall be made in arrears. Advance payment will not be made.

## **7. Bid Submission**

- 7.1 Each bid must be mailed or hand delivered in a sealed package to the Procurement Office. All questions regarding the RFB shall be submitted to the Coordinator. **All bids must be received no later than 10:00 a.m., CST, March 27, 2013.**

### **RFB Coordinator:**

Gloria Bunch  
 MoDOT Southeast  
 3956 E. Main  
 Willow Springs, MO 65793  
 Phone: (417) 469-6256

- 7.2 All bids must be received in a sealed package clearly marked “**Oil Distributor Equipment**”.
- 7.3 MHTC reserves the right to reject any and all bids for any reason whatsoever.
- 7.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 7.5 Review criteria will be based on pricing, location of servicing dealers, past performance of servicing dealers, and past performance of the different makes and models of oil distributors. Units must be delivered to Sikeston but they will have to be serviced at other locations within the district.



# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## VENDOR INFORMATION

**(All Bidders Must Furnish ALL Applicable Information Requested Below)**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b>  Phone #:  Cellular #:  Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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

## 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 (6<sup>th</sup>) 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.

### 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.

## SPECIAL TERMS AND CONDITIONS

### Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

### 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. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

May 8	Truman's Birthday
Last Monday in May	Memorial Day
- d. 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**.