

Missouri
Department
of Transportation



Roger Schwartz, District Engineer

Central District
1511 Missouri Boulevard
P. O. Box 718
Jefferson City, MO 65102
(573) 751-3322
fax (573) 522-1059
Toll free 1-888 ASK MoDOT
www.modot.org

February 4, 2010

GENERAL SERVICES: BID REQUEST D5-10-059B

The Missouri Department of Transportation (MoDOT) is accepting sealed bids to establish pricing for mower parts.

Sealed bids will be received by the Missouri Department of Transportation, Jefferson City, Missouri, until **1:00 P.M., CST, February 16, 2010** and at that time will be publicly opened and read in the MoDOT District 5 office, 1511 Missouri Blvd in Jefferson City, Missouri 65102.

Bids are to be returned in a sealed envelope plainly marked **BID # D5-10-059B Mower Parts.**

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of accepting proposals. Any proposal arriving at the designated office after the specified deadline will not be accepted.

The attached form identified as "**PREFERENCE IN PURCHASING PRODUCTS**" must be on file in this office and must be dated in the current calendar year. Bidders must also complete and return with their bid the form identified as "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT.**"

The right is reserved by the Missouri Highways and Transportation Commission to reject any or all bids and no award is final until formally approved by the Commission.

Please also note these requirement before any contract can be issued with vendor.

The Vendor 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 will be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri. Please submit certificate at the time of bid. Their number is (573) 751-4936.

All Vendors must also be in compliance with House Bill 600, Section 34.060 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.

If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

By _____
Sheldon Redel, District 5 MoDOT
General Services Procurement
(573) 751-7708



BID PROPOSAL

The Missouri Department of Transportation desires to establish pricing for the purchase of Mower Parts.

Delivery (F.O.B Destination)

Delivery shall be to MoDOT Garage, 830 MoDOT Dr., Jefferson City, MO 65102.

Bid Period and Conditions

Pricing shall be effective Date of Award through February 28, 2011.

Invoicing and Payment Requirements

The contractor shall submit an itemized invoice on Company Letterhead.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document. Other than the payment specified above, no additional charges, including fuel surcharges shall be made to the contractor for any reason. Shipping costs shall be included in unit price.

Award/Cancellation

"Multiple Award" based on price, availability and individual part performance. Purchases will be made on an as needed, if needed basis.

MoDOT reserves the right to cancel this bid and award at any time. Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

Contacts

If you have any questions regarding this bid, please call Sheldon Redel at (573) 751-7708.



PRICING PAGES

Please provide prices for the part numbers listed or equivalent.

SCHULTE MOWER PARTS				
Item No.	Description (Schulte Mower Parts)	Mfg/Brand and Part # Bid	Unit	Unit Price
1	0221580205 Complete Main Drive Shaft #MO3954		EA	
2	0221580210 Wing Drive Shaft #MO4970		EA	
3	0221580215 Blade CW Left Wing #MO401-046		EA	
4	0221580220 Blade CCW Right Wing #MO401-047		EA	
5	0221580225 Blade CW Center #MO401-052		EA	
6	0221580230 Bolt Keyed #MO251-007		EA	
7	0221580235 Bolt Pentagon #251-018		EA	
8	0221580240 Lock Nut #MO257-003		EA	
9	0221580245 Wheel Bearing Kit -2004 newer #MO4925		EA	
10	0221580250 Complete Hub Assembly 5 hole #MO206-013		EA	
11	0221580255 Spindle-Main Frame Walking Axle #MO208-027		EA	
12	0221580260 Spindle (wing) #MO208-028		EA	
13	0221580265 Walking Axle Bearing Kit #MO4921		EA	



Item No.	Description (Schulte Mower Parts)	Mfg/Brand and Part # Bid	Unit	Unit Price
14	0221580270 Pivot Pin Walking Beam #MO150-16			
15	0221580275 Walking Beam (left) #MOC301-341		EA	
16	0221580280 Walking Beam (right) #MOC301-342		EA	
17	0221580285 Skid Shoe Center Section #MOC301-137		EA	
18	0221580290 Skid Shoe Front Right Wing #MOC502-136		EA	
19	0221580295 Skid Shoe Front Left Wing #MOC502-137		EA	
20	0221580305 Skid Shoe Rear Wing #MOC301-136		EA	
21	0221580310 Castle nut #330002500 for MOC301-136		EA	
22	0221580315 Washer #367001001 for MOC301-136		EA	
23	0221580320 FF2 Complete Clutch, Size 6 1-3/8" 6 spline #MO9920		EA	
24	0221580325 Coil Springs, 6mm (qty 8 per clutch) #351022370 for MO9920		EA	
25	0221580330 Lining (qty 2 per clutch) #247000061 for MO9920		EA	



Item No.	Description (Schulte Mower Parts)	Mfg/Brand and Part # Bid	Unit	Unit Price
26	0221580335 FV42 Complete Clutch, Size 6 1-3/8" 6 spline -for 540 rpm tractor & outer clutch on 1000 rpm # MO9960			
27	0221580340 Belleville Springs, 4.5mm #367006870 for MO9960		EA	
28	0221580345 Lining (qty 2 per clutch) #247006351 for MO9960		EA	
29	0221580350 FT42R Complete Clutch, Size 6 1-3/8" 6 spline -for 540 rpm tractor -same as MO9960 but has no clutch band # MO9990		EA	
30	0221580355 Belleville Springs, 3.25mm #367004870 for MO9990		EA	
31	0221580365 Outer clutch band #240000214 for MO9990		EA	
32	FV32 Complete Clutch, Size 6 1-3/8" 6 spline -for center clutch on 1000 rpm tractor - # MO9956		EA	
33	0221580370 Belleville Spring #367009860 for MO9956		EA	
34	0221580375 Lining (qty 2 per clutch) #247006251 for MO9956		EA	



TRIUMPH AND JC BUILT MOWER PARTS				
Item No.	Description (Triumph and JC Built Mower Parts)	Mfg/Brand and Part # Bid	Unit	Unit Price
35	0221566065 JC Mono Blade, 6' Mower #MO12601		EA	
36	0221566085 Stump Jumper, Blot Kit, Attaching Blades 34" x 24" #MO120113		EA	
37	0221566170 Gearbox, 6' Mower, Complete #MO250404		EA	
38	0221566345 Tail Wheel Assembly, Yoke Pin, Collar, JC Built Mower #MO1375		EA	
39	0221591738 Section, Under-Serrated, Packaged 25 Per Box #MO0646		BOX	
40	0221570515 Section, Over-Serrated, Packaged 25 Per Box #MO0747		BOX	
41	0221570600 Moore Center Guard Position #MO5937		EA	
42	0221570607 Moore Inner Guard, Left Position #MO5935		EA	
43	0221570612 Moore Outer Guard, Right Position #MO5936		EA	
44	0221570672 Flanged Lock Nut, Packaged 10 Per Box #MO1683		BOX	
45	0221570715 Sickle Knife Assembly, 6', Under-Serrated, Bolted #MO1876		EA	



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 Bid Opening February 16, 2010, 1:00 PM CST

Item No.	Description (Triumph and JC Built Mower Parts)	Mfg/Brand and Part # Bid	Unit	Unit Price
46	0221570720 Sickle Knife Assembly, 6', Over-Serrated, Bolted #MO1886		EA	
47	0221570750 Cutter Bar, 6' #MO5705		EA	
48	0221570810 Clip, Low Spring, Hold Down #MO1016		EA	
49	0221570815 Clip, High Spring, Hold Down #MO1026		EA	
50	0221570905 Wear Plate, 6' Cutter Bar #MO47954		EA	
51	0221570925 Wear Strip, Packaged 10 Per Box #MO1050		BOX	
52	0221591525 Pitman Assembly #MO1828		EA	
53	0221591130 Knife Heap Cap, Rear Triumph #450		EA	
54	0221591140 Carriage Triumph #3416		EA	
55	0221591147 Pitman Connector Triumph #1908		EA	
56	0221591155 Cylinder, Curb Stop, Hydraulic Triumph #2401		EA	
57	0221591158 Cylinder, Lift Bar, Hydraulic Triumph #2402		EA	
58	0221591180 Side Outlet Elbow. ¼" Hydraulic Fitting Triumph #5850		EA	
59	0221591200 Fly Wheel Assembly, with Nut Triumph #1858		EA	



Item No.	Description (Triumph and JC Built Mower Parts)	Mfg/Brand and Part # Bid	Unit	Unit Price
60	0221591247 Motor Guard Triumph #5860		EA	
61	0221591258 Knife Head Cap, Front Triumph #1883		EA	
62	0221591445 Knuckle Triumph #1130		EA	
63	0221591465 Motor Mount Triumph #1827		EA	
64	0221591470 Motor Mount Support Triumph #2701		EA	
65	0221591530 Pin, Release Triumph #1139 (NOTE: to be used with Triumph cutter bar support #1128)		EA	
66	0221591553 Pin, Clevis Triumph #4242 (NOTE: to be used with Triumph hydraulic cylinders #2401 and #2402)		EA	
67	0221591555 Pin, Carriage Triumph #1127		EA	
68	0221591556 Pin, Rocker Triumph #1141 (NOTE: to be used with Triumph motor mount support #2701)		EA	
69	0221591562 Plate, Knife Wear, Rear Triumph #445		EA	
70	0221591743 Shim, Knife Head Cap Triumph #453		EA	
71	0221591765 Sole, Inner Shoe Triumph #5855		EA	



Item No.	Description (Triumph and JC Built Mower Parts)	Mfg/Brand and Part # Bid	Unit	Unit Price
72	0221591770 Sole, Outer Shoe Triumph #1238		EA	
73	0221591779 Sub Frame Triumph #6547		EA	
74	0221591790 Support, Cutter Bar Triumph #1128		EA	
75	0221591795 Support, Spring with Spring Triumph #1190		EA	
76	0221566070 JC Stump Jumper Approximately 34" Diameter, for 6' Mower JC16004		EA	
77	0221566155 JC Drive Shaft, for JC Built Mower JC14001 (NOTE: torque limiter not included – order separately)		EA	
78	0221566360 Torque Limiter (slip clutch), for use with JC Drive Shaft JC13001		EA	
79	0221566337 JC Spider JC2065 (Replacement part for use with JC flex coupler #2211)		EA	
80	0221591015 Shoe Assembly, Inner Complete Assembly Includes Inner Shoe, Wear Plate, and Rivets Triumph #5713		EA	
81	0221591016 Shoe Assembly Outer, Complete Assembly Includes Outer Shoe, Ledger Plate and Rivets Triumph #5709		EA	
82	0221591025 Bolt, Knuckle Triumph #1443 (For use with Triumph knuckle bolt nut #1421) NOTE: grease zerk not included.		EA	



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Bid Opening February 16, 2010, 1:00 PM CST

Item	Description (Triumph and JC Built Mower Parts)	Mfg/Brand and Part # Bid	Unit	Unit Price
83	0221591460 Hydraulic Motor – fits Triumph 2500 Hydro- Clipper Triumph #1886 (Mounting bolt not included)		EA	
Delivery Time Frame				



ENDORSEMENT PAGE

By signing below, I hereby agree that that the bid prices submitted meet or exceed the listed specifications with all exceptions noted and will deliver the product in the time specified.

Signature/Company _____ Date _____

SEALED BIDS TO BE DELIVERED TO:

Missouri Department of Transportation
D5 General Services/Procurement
1511 Missouri Blvd.
Jefferson City, MO 65102

Clearly Marked: Bid Request D5-10-59B Mower Parts

Bids must be received by February 16, 2010, 1:00 PM C.S.T.

Firm: _____

Street: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

Name: _____

Signature: _____

Email: _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

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

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

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

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

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

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

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

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

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

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

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State 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): _____

CERTIFICATION

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

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

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STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

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

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equipped for such work.

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

Invoicing and Payment

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

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when

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the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

1) If attached, the document entitled "MISSOURI SERVICE-DISABLED VETERAN PREFERENCE" should be completed and returned with the solicitation documents.

d. 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 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.