MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES FROM $3,000 TO $24,999.99
THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: APRIL 16, 2009	**QUOTE DUE BY (DATE AND TIME):** **APRIL 28, 2009 AT 10:30 AM**	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
FOR AS-NEEDED DELIVERIES: 05/01/09 – 10/31/09	**QUOTATION #:** Q03-09-0054	BUYER NAME: TANYA DAUMA, CPPB PHONE: 573-248-2486 FAX: 573-248-2468

District Mailing Address: MoDOT – District 3 PO Box 1067 Hannibal, MO 63401	Delivery Locations: Refer to the List of Maintenance Buildings Below

U/M	DESCRIPTION (including size and/or part #'s)	MANUFACTURER	BRAND NAME	UNIT PRICE
Gallon (Bulk)	15W-40 Motor Oil per attached specification (2.1) with the following additional provisions: * Service classification of API CJ4 * Pour point max -40 degrees F * Flash point min 400 degrees F			
Gallon (Bulk)	Universal Hydraulic Transmission Oil per attached specification (2.2)			

The prices quotes must remain **FIRM** for the period of May 1, 2009 through October 31, 2009.

The successful supplier will be responsible for providing the above products to the MoDOT District 3 maintenance building locations listed on page 4. Each location will order the above products as-needed and will pay with individual purchases orders. The supplier will top off the storage tanks when making a requested delivery. Deliveries shall be completed within two (2) working days of receiving the request. The supplier must be capable of supplying oil and hydraulic fluid to an elevation of 15 feet. The supplier is responsible for the clean-up of spills caused by overfilling tanks.

The successful supplier will be responsible for providing Materials Safety Data Sheets to each location for each of the above products.

Required Specifications: All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification # MGS-92-12J (dated 08-27-03), and provisions outlined in this solicitation documents.

Each supplier must submit with their quotation the information requested in the specifications for the above listed products, including the manufacturer, brand name, and unit price. Upon request the supplier shall supply samples of the products to the department for testing (one quart of each product). **Products specifications to stay the same standard throughout the contract time period.**

Award: Award of this bid will be made on an "**All or Nothing**" basis using the "lowest and best" principle of award.

VENDOR NOTES

If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #: Email:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle): MINORITY BUSINESS ENTERPRISE (MBE) ? YES NO WOMEN BUSINESS ENTERPRISE (WBE) ? YES NO	

All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address or fax number shown.

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) District 3

Address/Location Cross-Reference Listing

Facility	County	Address	Location
Bowling Green	Pike	1416 Business Hwy 54	Old Rt 54, 0.1 mile W of Bus 61
Canton	Lewis	Rt 2, Box 88AC	R**t** 81, 0.8 mile North of Rt 16
Cappeln	St. Charles	Box 3016 Hwy T, Foristell	Rt T South of Rt M
Center	Ralls	22447 Hwy 19	Rt 19, 0.1 mile South of Rt H
Centralia	Boone	201 West Hwy 22	Rt 22, 0.3 mile East of Rt 151
Edina	Knox	Rt 3, Box 180	Rt 15, 1.0 mile North of Rt. 6
Elsberry	Lincoln	3329 North Hwy 79	Rt 79, 0.1 mile North of Rt P
Eolia	Pike	151 West Outer Road	Rt 61 W or 1.5 mile N of Rt FF
Farber	Audrain	Rt 1, Box A	Rt AA, 0.7 mile South of Rt 54
Frankford	Pike	7140 Bus Hwy 61	Rt 61, 1.0 mile North of Rt V
Hannibal	Marion	1711D Hwy 61 South	Hwy 61, 0.5 mile N of Bus 61
Hannibal – Garage	Marion	1711A Hwy 61 South	Hwy 61, 0.5 mile N of Bus 61
Hannibal – Spec. Crew	Marion	1711G Hwy 61 South	Hwy 61, 0.5 mile N of Bus 61
LaBelle	Lewis	Rt 2, Box 44	Rt 6, 0.6 mile West of Rt K
Louisiana	Pike	21360 Pike 136	Rt 54, 1.0 mile West of Rt 79
Luray	Clark	Rt 1, Box 76A	Rt 136, 1.0 mile East of Rt. AA
Memphis	Scotland	Rt 1, Box 139A	Rt MM, 0.2 mile S of Rt 136
Mexico	Audrain	1600 Christopher Dr.	Rt JJ, 0.5 mile South of Rt 54
Monroe City	Marion	951 County Line Road	Rt 24, 0.1 mile South of Rt 36
Montgomery City	Montgomery	855 North Hwy 19	Rt 19, 3.5 mile North of Rt B
Monticello	Lewis	Rt 1, Box E10A	Rt 16, 1.0 mile West of Rt A
New Florence	Montgomery	540 Farm Tree Road	I70 SOR East of Rt 19
Novelty	Knox	Rt 1, Box 112	Rt 156, East of Rt 15
Palmyra	Marion	4945 County Road 288	Bus 61, at Rt 61 South Jct.
Paris	Monroe	25191 Bus Hwy 24	Bus 24, 1.0 mile East of Rt 24 E. Jct
Shelbina	Shelby	213 North Douglas	Rt 36, 0.4 mile West of Rt 15
Shelbyville	Shelby	3693 Hwy 15	Rt 15, 0.7 mile North of Rt 16
Troy	Lincoln	121 Francis Drive	Rt 61, 5.5 miles N of Rt 47
Warrenton	Warren	800 West Boonslick	Rt MM, 1.0 mile West of Rt 47
Wayland	Clark	Rt 3, Box 45A, Kahoka	Rt 136 Spur, 1.0 mile South of Rt 136
Williamsburg	Callaway	3949 County Road 1005	Rt D at I70

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

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

All vendors submitting a bid/quotation must furnish <u>ALL</u> 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.

LUBRICATING PRODUCTS MGS-92-12J

1.0 DESCRIPTION. This specification covers motor vehicle lubricating products for delivery in prepackaged containers such as drums, pails, etc., or for delivery into bulk storage tanks at department-owned facilities.

1.1 Unless otherwise stated, the specification references and test methods are from the latest version in effect at the time of this contract.

1.2 Bidders that are repackaging another manufacturer's product shall include that manufacturer's name in the proposal.

1.3 Bidders furnishing Multi-Grade Lubricating Oil under the American Petroleum Institute (API) Classification System shall include the API license number in the proposal. Repackagers using a private label are required to obtain their own license.

2.0 MATERIALS.

2.1 Multi-Grade Lubricating Oil, SAE Grade 15W-40.

2.1.1 General. The oil shall meet and be licensed by the most recent API service classification, as available from most suppliers, and shall be intended for crankcase lubrication of gasoline and diesel engines. It shall be manufactured from the same base stocks and with the same types and amounts of additives as were used to secure API qualification.

2.1.1.1 The engine lubricating oils shall be derived from petroleum fractions, synthetically prepared compounds or a combination of the two types of products. The stocks shall be compounded with such functional additives (detergents, dispersants, oxidation inhibitors, corrosion inhibitors, etc.) as are necessary to meet the specified requirements. No carcinogenic or potentially carcinogenic constituents, as defined under the Hazard Communication Standard (29 CFR 1910.1200) shall be present.

2.1.2 Documentation. The following information shall be furnished with the bid.

2.1.2.1 The bidder shall furnish documentation showing the API license number, brand name and manufacturer under which the oil was qualified and that the oil meets the most recent API service classification as available from most suppliers. .

2.1.2.2 The documentation shall include typical test results for the following physical and chemical properties when tested in accordance with the applicable ASTM test method.

	Test Method
Viscosity, 40 & 100 ◦C, centistokes	ASTM D 445
Viscosity Index	ASTM D 2270
Pour Point	ASTM D 97
Flash Point	ASTM D 92
Gravity, API	ASTM D 287
Foaming	ASTM D 892

2.1.3 Basis of Payment. Payment for oil received shall be based on the volume at 15.6 °C and quantities packaged at higher temperatures will be corrected to that volume.

2.2 Universal Hydraulic/Transmission Fluid.

2.2.1 General. Universal Hydraulic/Transmission Fluid shall be for use in tractors and equipment where one fluid is desirable and can be used in combination hydraulic-transmission-wet brake systems of equipment used in off-highway service.

2.2.1.1 Universal Hydraulic/Transmission Fluid shall have Allison C-4 approval.

2.2.1.2 The fluid shall contain such functional additives as oxidation inhibitors, rust inhibitors, pour point depressants, anti-wear additives, foam suppressers, water tolerance additives, etc. as are necessary to meet the following requirements when tested in accordance with the applicable ASTM tests shown in this specification. Paraffinic base stock shall be used in the manufacture of universal hydraulic transmission oil.

	Requirement	Test Method
API Gravity at 15.6 °C	27 - 32	ASTM D 287
Viscosity, 100 °C, centistokes	7.0 - 11.0	ASTM D 445
Viscosity Index, min.	125	ASTM D 2270
Flash Point, °C, COC, min.	177	ASTM D 92
Pour Point, °C, max.	-40	ASTM D 97
Corrosion, Copper strip, 3 hrs. @ 100 °C	Negative	

2.2.2 Documentation. The following information shall be furnished with the bid.

2.2.2.1 The bidder shall furnish documentation showing that the brand of fluid that is being furnished has been approved and is listed by the Allison Transmission Division, General Motors Corporation, as Allison C-4, Intermediate Viscosity Fluids for off-highway transmissions.

2.2.2.2 If the fluid is not shown in the latest list then a copy of the letter granting approval shall be submitted.

2.2.2.3 The documentation shall include the brand name, manufacturer and a typical analysis of the properties shown in 2.2.1.2.

2.2.3 Basis of Payment. Payment for fluid received shall be based on the volume at 15.6 °C and quantities packaged at higher temperatures will be corrected to that volume.

2.3 Gear Oil - SAE Grade 80W-90.

2.3.1 General. Multi-Purpose Gear Oil shall be one grade of Gear Lubricant intended for the lubrication of automotive gear units and all heavy-duty industrial-type enclosed gear units, when the sustained operating temperatures of the lubricant are below 121 °C.

2.3.1.1 The gear lubricant shall be a homogeneous liquid free from sediment and suspended matter at any temperature in the operating range up to 121 °C for mineral oils and 170 °C for synthetic oils.

2.3.1.2 The gear lubricant shall be a brand that has been tested and is in complete accordance with the requirements of API GL5. The lubricant shall also be in accordance with the following requirements when tested in accordance with the applicable ASTM specifications shown in this specification.

Property	Requirement	Test Method
Viscosity Index, min.	85	ASTM D 2270
Pour Point, °C, max.	-15	ASTM D 97
Corrosion, Copper Strip, 3 hrs. @ 121.1 °C	3a max	ASTM D 130
Color	The base oil used in the gear lubricant shall be a filtered stock not darker than No. 8 NPA.	

2.3.2 Documentation. The following information shall be furnished with the bid.

2.3.2.1 The bidder shall furnish documentation showing that the gear oil furnished is in accordance with all requirements of API GL 5.

2.3.2.3 The documentation shall include the brand name, manufacturer and a typical analysis of the properties shown in 2.3.1.2.

2.4 Synthetic Gear Oil 75W-90.

2.4.1 General. Synthetic Gear Oil shall be one grade of Gear Lubricant formulated with synthetic based oils intended for the lubrication of automotive gear units and all heavy-duty industrial-type enclosed gear units, when the sustained operating temperatures of the lubricant are below 170 °C.

2.4.1.1 The gear lubricant shall be a homogeneous liquid free from sediment and suspended matter at any temperature in the operating range up 170 °C .

2.4.1.2 The gear lubricant shall be a brand that has been tested and that is in complete accordance with the requirements of API GL5. The lubricant shall also comply with the following requirements when tested in accordance with the applicable ASTM test methods.

	Requirement	Test Method
Viscosity Index, min.	140	ASTM D 2270
Viscosity, 100 °C, centistokes,	15.5 - 19.5	ASTM D 445
Pour Point, °C, max,	-40	ASTM D 97

2.4.2 Documentation. The following information shall be furnished with the bid.

2.4.2.1 The bidder shall furnish documentation showing that the gear oil furnished will comply with all requirements of the API GL5.

2.4.2.3 The documentation shall include the brand name, manufacturer, identification that the material is a synthetic formulation and a typical analysis of the properties shown in 2.4.1.2.

2.5 Multi-Purpose Lithium Complex Grease, NLGI Grade 2 or Multi-Purpose Lithium Complex Grease, NLGI Grade 2 with 3.0% Molybdenum Disulfide.

2.5.1 General. The Multi-Purpose Lithium Complex Grease and Multi-Purpose Lithium Complex Grease with 3.0% molybdenum disulfide shall be suitable for the lubrication of automotive chassis and wheel bearings and shall be in accordance with the requirements of ASTM D 4950, Standard Classification and Specification for Automotive Service Greases for NLGI service classification GC-LB, Grade 2. The bid request shall state the type of grease to be supplied.

2.5.1.1 The grease shall consist of a smooth homogeneous mixture of a lithium complex soap

accordance with the specifications for that request. The certification is to be signed by an authorized representative of the supplier. This certification statement, as well as the bill of lading, shall be provided to the department's representative at the point of delivery.

5.2 It shall be the supplier's responsibility to ensure the delivery of the correct product into the matching bulk storage tank, as identified by labeling. The supplier shall maintain sufficient safeguards to ensure that cross-contamination does not occur when lubricants are delivered to department bulk storage tanks from bulk delivery systems. If defective, contaminated or the wrong materials are delivered into the department's storage tanks, it shall be the supplier's responsibility to replace all contaminated products with products meeting the specification, including both the new delivery and the existing material amounts.

6.0 SAMPLING AND TESTING. Random samples of the delivered products may be taken by the Department and tested for compliance with these specifications.

6.1 Upon request the low bidder shall supply samples of the products to the Department for testing, one quart of each oil and two pounds of grease.

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

equipped for such work.

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.

b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

c. The 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. 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.