

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	1-080313FR		
DATE	February 29, 2008		
PAGE NO.	1	NO. OF PAGES	27

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

2:00 PM, LOCAL TIME, MARCH 13, 2008

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Jefferson City, MO 65109

ALL BIDS SHOULD BE EXTENDED AND TOTALED.

BUYER: FRANKIE J. RYAN

BUYER TELEPHONE: 573-522-9481

SUPPLIES OR SERVICES					
<p>Contract for furnishing “AUTOMOTIVE SUPPLIES, BULBS & HEADLIGHTS” for a contract period beginning April 1, 2008 through March 31, 2009.</p> <p>PLEASE SEE ATTACHED PRICING PAGES</p> <p>Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.</p> <p>VENDOR MUST SIGN AND SUBMIT THIS FORM WITH THE PRICING PAGES</p>					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above request for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within **THIRTY (30) calendar days** after receipt of formal purchase order.*

Date: _____

Telephone No.: _____

Fax No.: _____

Federal I.D. No. _____

Firm Name: _____

Address: _____

By (Signature): _____

Type/Print Name _____

Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

List all agencies your firm is currently certified with. _____

BID SUBMITTAL:

Your written bid must be mailed in ***a sealed*** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of:

Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65102

All documents must be sealed and the outermost wrapping should be clearly marked **"Bid for Automotive Supplies, Bulbs & Headlights"**.

PRICES:

Prices ***MUST*** remain firm for the entire contract period stated herein.

DELIVERY:

Bids shall be quoted with delivery F.O.B Missouri Department of Transportation at Jefferson City, MO 65109. Bidder agrees to furnish and deliver any or all the items on which prices were quoted within THIRTY (30) calendar days after receipt of formal purchase order.

SAMPLES:

MoDOT reserves the right to request a sample of the product from the bidders if deemed necessary before award of bid. Bidder will have five (5) working days, from date of request, to provide sample. Unless otherwise noted, samples shall be furnished to MoDOT at no charge, will become the property of MoDOT, and will not be returned. ***DO NOT*** SUBMIT SAMPLES WITH YOUR BID.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

CONTRACT PRICE ESCALATION:

In the event the contractor requests a price increase during the contract period the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the two (2) attachments "Preference in Purchasing Products" and "Missouri Domestic Product Procurement Act" must be submitted to this office prior to any contract being awarded for this bid.

PRICING PAGE
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(23 pages with a total of 29 categories and 102 items)

Contract for furnishing “Automotive Supplies, Bulbs & Headlights” for a **contract period beginning April 1, 2008 through March 31, 2009**. **COMPLETE, SIGN THE LAST PAGE OF THE PRICING PAGES, AND SUBMIT WITH YOUR SIGNED BID FORM AND OTHER REQUIRED DOCUMENTATION.**

CATEGORY 1 WIPERS (6 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price:	Extended Total:
#1	0609726045 Wipers, windshield, 15”, with plastic pin to fit both straight end and pin type connectors, 10 per box, Anco #30-15 <u>(no substitutions)</u> .		60	PER BLADE		
#2	0609726055 Wipers, windshield, 16”, with plastic pin to fit both straight end and pin type connectors, 10 per box, Anco #30-16 <u>(no substitutions)</u> .		1600	PER BLADE		
#3	0609726065 Wipers, windshield, 18”, with plastic pin to fit both straight end and pin type connectors, 10 per box, Anco #30-18 <u>(no substitutions)</u> .		700	PER BLADE		
#4	0609726080 Wipers, windshield, 20”, with plastic pin to fit both straight end and pin type connectors, 10 per box, Anco #30-20 <u>(no substitutions)</u> .		700	PER BLADE		
#5	0609726090 Wipers, windshield, 22”, with plastic pin to fit both straight end and pin type connectors, 10 per box, Anco #30-22 <u>(no substitutions)</u> .		600	PER BLADE		
#6	0609726095 Wipers, windshield, 24”, with plastic pin to fit both straight end and pin type connectors, 10 per box, Anco #30-24 <u>(no substitutions)</u> .		300	PER BLADE		
TOTAL FOR CATEGORY 1:						\$

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CATEGORY 2 VARIOUS SEALERS AND APPLICATORS (7 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price:	Extended Total:
#7	0609905225 Silicone, gasket maker, net. wt. 3 oz. tube, makes any size or shape, remains flexible, pressure resistant, Permatex Blue RTV Silicone #80022 (<u>no substitutions</u>).		100	TUBE		
#8	0609905223 Gasket maker, forms reliable, long lasting rubber gaskets, oil, coolant & ATF resistant, seals instantly, net 5 fl. oz. cartridge, Permatex "The Right Stuff" #29208 (<u>no substitutions</u>). <i>Note: For use with Permatex/Loctite #29247 caulking gun/applicator.</i>		150	Per Cartridge		
#9	0609905580 Applicator gun, short, pistol grip, Permatex/Loctite #29247 (<u>no substitutions</u>). <i>Note: For use with Permatex "The Right Stuff" gasket maker #29208.</i>		30	EACH		
#10	0609905227 Flange sealant, flexible gasketing material, net 1.69 fl. oz. tube, Permatex Anaerobic Flange Sealant #51531 (<u>no substitutions</u>).		50	TUBE		
#11	0751412220 Threadlocker, medium strength, automotive grade, net 1.22 fl. oz. bottle, Permatex Threadlocker Blue #24240 (<u>no substitutions</u>).		50	BOTTLE		

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#12	0751412240 Threadlocker, high strength, automotive grade, net 1.22 fl. oz. bottle, Permatex Threadlocker Red #27140 <u>(no substitutions)</u> .		50	BOTTLE		
#13	0609905215 Adhesive, weather strip, yellow, 5 oz. tube, 6 tubes per box, 3M #08001 <u>(no substitutions)</u> .		50	TUBE		
TOTAL FOR CATEGORY 2:						\$

CATEGORY 3 GRINDING AND CONDITIONING DISCS (6 items)						
<i>NOTE: Items 14-17 must be provided in packages of 5, 10, or 15 discs per package. No exceptions to this packaging requirement will be considered (Addendum 001).</i>						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price:	Extended Total:
#14	0054235020 Grinding/Sanding disc, 2”, 36 grit, tough durable backing, to feature an easy roll on/roll off style fastener. Bids will be accepted on the following brands: 3M Roloc Disc #01397, Power-Lock Type III discs <i>or approved functionally equivalent.</i>		600	DISC		
#15	0054235080 Grinding/Sanding disc, 3”, 36 grit, tough durable backing, to feature an easy roll on/roll off style fastener. Bids will be accepted on the following brands: 3M Roloc #01407, Power-Lock Type III discs <i>or approved functionally equivalent.</i>		800	DISC		
#16	0054235040 Surface conditioning disc, 2”, coarse (brown), to feature an easy roll on/roll off style fastener. Bids will be accepted on the following brands: 3M Roloc # #07480, Power-Lock Type III discs <i>or approved functionally equivalent.</i>		800	DISC		

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#17	0054235100 Surface conditioning disc, 3", coarse (brown), to feature an easy roll on/roll off style fastener. Bids will be accepted on the following brands: 3M Roloc # #07485, Power-Lock Type III discs <i>or approved functionally equivalent.</i>		600	DISC		
#18	0054240020 Backing pad, 2", to support roll on/roll off type sanding discs (as specified above), to include shank and adaptor. Bids will be accepted on the following brands: 3M #05539, Power-Lock Type III <i>or approved functionally equivalent.</i>		20	DISC		
#19	0054240030 Backing pad, 3", to support roll on/roll off type sanding discs (as specified above), to include shank and adaptor. Bids will be accepted on the following brands: 3M #05540, Power-Lock Type III <i>or approved functionally equivalent.</i>		20	DISC		
TOTAL FOR CATEGORY 3:						\$

CATEGORY 4 TAPE (1 item)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total:
#20	0609915345 Tape, electrical, vinyl, for automotive use, 3/4" x 52' (17.3 yards) x .007 in., each roll packaged in round plastic case, 10 rolls per box, 3M Scotch Super 33+ #06133 <u>(no substitutions).</u>		2,500	ROLL		
TOTAL FOR CATEGORY 4:						\$

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CATEGORY 5 MIRRORS (2 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total:
#21	0609910140 Mirror head, steel, west coast style, 6" x 16", white enamel coated, 5/16" through rod construction. Bids will be considered on the following brands: Signal State #7005, Peterson 619W, Truck Lite #97808 <i>or approved functionally equivalent.</i>		40	EACH		
#22	0609910130 Mirror, 6" convex mirror assembly, chrome plated, with "L" mounting bracket. Bids will be considered on the following brands: Grote #28043 <i>or approved functionally equivalent.</i>		50	EACH		
TOTAL FOR CATEGORY 5:						\$

CATEGORY 6 ROAD SAFETY MARKERS (2 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue	Unit Price	Extended Total:
#23	0557641320 Triangle safety kit, three (3) weighted triangles, made of polypropylene, with red acrylic plastic reflectors, each triangular side to be approximately 15" x 2", stores flat, with weighted swivel base, complete with plastic carrying case. Bids will be considered on the following brands: James King & Co. #1005, Truck Lite #97974-3 <i>or approved functionally equivalent.</i> <i>Note: Triangle safety kit shall meet Federal Motor Vehicle Safety Standard 125.</i>		70	KIT		

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#24	3054205185 Flare, with spike, 30-minute burn time, 36 flares per case. Bids will be considered on the following brands: Orion Safety #0730 <i>or approved functionally equivalent.</i>		5,796	FLARE		
TOTAL FOR CATEGORY 6:						\$

CATEGORY 7 GREASE GUN & ACCESSORIES (4 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#25	0754641120 Grease gun, lever type, heavy-duty, 2-1/4" barrel, cast iron pump head, 5" rigid extension with coupler, lock in plunger, load by suction, filler pump (bulk), or cartridge, to accept 14 oz. and 14.5 oz. grease cartridge. Bids will be considered on the following brands: Lincoln #1142 <i>or approved functionally equivalent.</i>		130	EACH		
#26	0754641165 Grease gun, pistol grip, heavy-duty, hand operated, 2-1/4" barrel diameter, with 6" straight pipe and coupler, load by suction, filler pump (bulk) or cartridge, for use with all 14 oz. and 14.5 oz. grease cartridges. Bids will be considered on the following brands: Lincoln #1133, Alemite #525, Zee-Matic #610 <i>or approved functionally equivalent.</i>		400	EACH		
#27	0754648180 Assembly, whip hose, rubber with wire braids, black, flexible, 1/8" pipe thread on both ends, approximately 12", high pressure, for use with all hand-operated grease guns. Bids will be considered on the following brands: Lubrimatic #11825, Lincoln #71512 <i>or approved functionally equivalent.</i>		450	EACH		
#28	0606093010 Coupler, for grease gun, hydraulic, to fit both rigid and flex hose, to include ball check to prevent leakage. Bids will be considered on the following: Lubrimatic #05031 <i>or approved functionally equivalent.</i>		250	EACH		
TOTAL FOR CATEGORY 7:						\$

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CATEGORY 8						
HOSE CLAMPS (7 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#29	0603320611 Hose clamp, size No. 06, adjusts from approximately 7/16" to 25/32", plated hex head adjustment screw, stainless steel, <i>approximately 10 per box</i>		350	CLAMP		
#30	0603320616 Hose clamp, size No. 10, adjusts from approximately 9/16" to 1-1/16", plated hex head adjustment screw, stainless steel, <i>approximately 10 per box</i>		300	CLAMP		
#31	0603320626 Hose clamp, size No. 20, adjusts from approximately 13/16" to 1-3/4", plated hex head adjustment screw, stainless steel, <i>approximately 10 per box</i>		500	CLAMP		
#32	0603320635 Hose clamp, size No. 28, adjusts from approximately 1-5/16" to 2-1/4", plated hex head adjustment screw, stainless steel, <i>approximately 10 per box</i>		250	CLAMP		
#33	0603320646 Hose clamp, size No. 40, adjusts from approximately 2-1/16" to 3", plated hex head adjustment screw, stainless steel, <i>approximately 10 per box</i>		250	CLAMP		
#34	0603320648 Hose clamp, size No. 52, adjusts from approximately 2-13/16" to 3-3/4", plated hex head adjustment screw, stainless steel, <i>approximately 10 per box</i>		200	CLAMP		
#35	0603320650 Hose clamp, size No. 72, adjusts from approximately 4-1/8" to 5", plated hex head adjustment screw, stainless steel, <i>approximately 10 per box.</i>		150	CLAMP		
TOTAL FOR CATEGORY 8:						\$

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CATEGORY 9						
TRAILER PLUGS AND BOOTS (3 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#36	0553701210 Plug, trailer, 7-way, male, T-grip, heavy-duty nickel plated housings on all except plastic plug which has an unbreakable nylon housing, ATA color coded wire terminals, with spring guard, to meet SAE J560 requirements. Bids will be considered on the following: Velvac #593057 or approved functionally equivalent.		200	EACH		
#37	0553701205 Plug, trailer, 7-way, female, zinc die cast or nylon housing, split pins, slanted door front for plug support, tongue and groove door (spring assisted) design to protect from dirt and moisture, mounting holes 2-15/16" on center, to meet SAE J560 requirements. Bids will be considered on the following: Velvac #593084 or approved functionally equivalent.		200	EACH		
#38	0553701001 Boot, harness, to cover wiring terminals on 7-way female plug, rubber, all weather.		50	EACH		
TOTAL FOR CATEGORY 9:						\$

CATEGORY 10						
CABLE TIES (4 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#39	TBD Cable tie, nylon, minimum 4" length, minimum 18 lb. tensile strength, minimum width of 0.1 inch, black in color, to be UV resistant, 100 ties per package.		100	PKG		

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#40	2807585195 Cable tie, nylon, minimum 6" length, minimum 50 lb. tensile strength, minimum 3/16" wide, black in color, to be UV resistant, <i>100 ties per package.</i>		100	PKG		
#41	2807585222 Cable tie, nylon, minimum 8" length, minimum width of 0.3 inch, minimum 120 lb. tensile strength, black in color, to be UV resistant, <i>100 ties per package.</i>		250	PKG		
#42	2807585310 Cable tie, nylon, minimum 18" length, minimum width of 0.35 inch, minimum 175 lb. tensile strength, black in color, to be UV resistant, <i>50 ties per package.</i>		350	PKG		
TOTAL FOR CATEGORY 10:						\$

CATEGORY 11 FLOOR CREEPER (1 item)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#43	0752250300 Mechanics Creeper, constructed of tubular steel frame, approximately 36" x 17", with a minimum of 6 each 2" diameter, minimum oil resistant swivel casters, and have padded head-rest, minimum 300 lb. capacity, finish to be painted or powder coated, boxed individually. Bids will be considered on the following brands: Shinn Fu C-1004, ADT 81031, Whiteside GBL36, <i>or approved functionally equivalent.</i>		100	EACH		
TOTAL FOR CATEGORY 11:						\$

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CATEGORY 12 FLUIDS (3 items) (See change to award of item #46 per Addendum 002)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#44	0609755300 Fluid, windshield washer, concentrate, must be a combination cleaner, solvent and antifreeze, approximately 16 fl. oz. bottle, packaged 12 or 24 bottles per case. Bids will be considered on the following brands: Polar #075 or <i>approved functionally equivalent</i> .		24,000	BOTTLE		
#45	0601811315 Fluid, brake, heavy-duty, DOT 3, for both disc and drum brakes, in 1-quart sealed container. Bids will be considered on the following brands: Mag I #20BFPL, Quality Supreme or <i>approved functionally equivalent</i> . <u>Note: Product shall comply with SAE J1703 specifications.</u>		120	QUART		
#46	4058509170 Fluid, power steering, non-corrosive and non-foaming, 32 net fl. oz (quart) bottle, packaged 12 bottles per case. GM Power Steering Fluid, #89020661 (<u>no substitutions</u>). (To be awarded individually – not as part of this category. Per Addendum 002.)		24	QUART		
TOTAL FOR CATEGORY 12:						\$

CATEGORY 13 AEROSOLS (6 items)						
Item #:	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#47	0609905260 Cleaner, carb and choke, approximately 11 net. fl. oz., aerosol can, for autos, trucks & tractors, packaged 12 or 24 cans per case. Bids will be considered on the following brands: Jet Go #J320 or <i>approved functionally equivalent</i> . <u>Note: Please specify brand, model # and number of fluid ounces per can.</u>	_____ oz./can	2,400	CAN		

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<p>#48</p>	<p>4055401130 Oil, penetrating, aerosol spray, approximately 12 – 15 net. fl. oz., with Teflon.</p> <p>Bids will be considered on the following brands: Mag I, Jet Go #J330, <i>or approved functionally equivalent.</i></p> <p><i>Note:</i> Please specify brand, model # and number of fluid ounces per can.</p>	<p align="center">_____ oz./can</p>	<p align="center">6,000</p>	<p align="center">CAN</p>		
<p>#49</p>	<p>0756630050 Cleaner, brake, aerosol, non-chlorinated, fast drying, approximately 13 oz. net. wt., with 5” clear applicator straw, for removal of brake dust, oil, grease and brake fluid from brake assemblies, safe on all plastic, nylon and rubber parts.</p> <p>Bids will be considered on the following brands: MAC’s #4800, Mag I #409 <i>or approved functionally equivalent.</i></p> <p><i>Note:</i> Please specify brand, model # and number of fluid ounces per can.</p>	<p align="center">_____ oz./can</p>	<p align="center">5,400</p>	<p align="center">PER CAN</p>		
<p>#50</p>	<p>4851824310 Cleaner, multi-purpose, aerosol, fast drying, approximately 12.5 oz. net. wt., for removal of grease, grime, oil and other contaminants from small parts, for use on autos, trucks and equipment.</p> <p>Bids will be considered on the following brands: Curtisol Best Darn Cleaner #23888, Mag I #415 <i>or approved functionally equivalent.</i></p> <p><i>Note:</i> Please specify brand, model # and number of fluid ounces per can.</p>	<p align="center">_____ oz./can</p>	<p align="center">1,200</p>	<p align="center">PER CAN</p>		
<p>#51</p>	<p>4052486100 Grease, white lithium, multi-purpose lubricant, aerosol spray, approximately 13 oz. net. wt., with 5” applicator straw, 12 cans per case.</p> <p>Bids will be considered on the following brands: Jet Go #J-335, Mag I 448 <i>or approved functionally equivalent.</i></p>		<p align="center">480</p>	<p align="center">PER CAN</p>		

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#52	4055401153 Lubricant, silicone spray, aerosol spray, approximately 10 oz. net. wt., with 5" applicator straw, 12 cans per case. Bids will be considered on the following brands: Mac's 8300, Mag 1 #440 <i>or approved functionally equivalent.</i>		400	PER CAN		
TOTAL FOR CATEGORY 13:						\$

CATEGORY 14 LIGHTS (3 items)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#53	0553701105 Lights, snowplow, with halogen lamps, hi-lo beam, with turn/park function, high impact polycarbonate lens and housing, with mounting and wiring hardware, 1/2" diameter adjustable ball stud, instructions to be included in box. <u>Bids will be considered on the following brands only:</u> Signal State #640WK, <i>(no substitutions)</i>		400	EACH		
#54	0555448150 Light, auxiliary, multi-purpose, 12-volt, round, Par 36 sealed beam, rubber housed, clear glass lens, with mounting hardware. Bids will be considered on the following brands: Truck-Lite #80360 <i>or approved functionally equivalent.</i>		450	EACH		
#55	0754245100 Trouble/work light, stubby/short profile, 13 watt fluorescent bulb, 25' cord, 16/3 SJEOOW cord, oil & grease resistant, with grounded receptacle in the handle, high impact plastic shatter proof casing, on/off switch, with hanging hook. <u>Note:</u> <i>Please indicate brand and model number being quoted.</i>		120	EACH		
TOTAL FOR CATEGORY 14:						\$

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CATEGORY 15						
GAUGES (2 items)						
Item #:	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#56	4450105085 Gauge, service (tire pressure), 10 – 160 lbs., dual head chuck, with indicator bar. Bids will be considered on the following brands: Milton #S976, Schrader #7188BH or approved functionally equivalent.		120	EACH		
#57	4601025100 Gauge, safety inflation, bayonet gage, clip-on air chuck, button control inflation gauge, 10 – 120 lbs, with a minimum of 5 feet of ¼” 200 PSI hose attached. Bids will be considered on the following brands: Schrader #360, Milton #68-JI-523 or approved functionally equivalent.		100	EACH		
TOTAL FOR CATEGORY 15:						\$

CATEGORY 16						
MUD FLAP (1 item)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#58	0609910180 Mud flap, 36” x 24” wide, <i>must be ¼” thick</i> , rubber, black. NOTE: There will be no tolerance range on the required thickness. Bids will be considered on the following brands: Gates, Koneta, Dayco, James King & Company or approved functionally equivalent.		1,200	EACH		
TOTAL FOR CATEGORY 16:						\$

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CATEGORY 17						
BACK -UP ALARM (1 item)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#59	0557921320 Alarm, back-up, for material handling equipment, self-adjusting volume, automatically adjusts to a minimum of 5 decibels above the surrounding noise, voltage range of 12 – 48 VDC for various electrical systems, Preco-Matic #1028 <u>(no substitutions)</u> .		250	EACH		
TOTAL FOR CATEGORY 17:						\$

CATEGORY 18						
ICE SCRAPER (1 item)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#60	0609915180 Ice scraper, with snow-brush on opposite end, 42” telescoping handle, with foam grip handle. Bids will be considered on the brands: Hoppy #13054 <i>or approved functionally equivalent.</i>		1,000	EACH		
TOTAL FOR CATEGORY 18:						\$

CATEGORY 19						
BLADE SIGHT GUIDE (1 item)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue	Unit Price	Extended Total
#61	7656101195 Blade sight guides, approximately 27” length, ½” diameter, with mounting hardware (i.e. nuts & bolts), red in color, <u>2 guides per package</u> . Bids will be considered on the following brands: S.A.M. #1308200 <i>or approved functionally equivalent.</i> <u>Note:</u> <i>The unit of issue refers to a package of two (2) guides.</i>		500	PKG (2 guides per pkg.)		
TOTAL FOR CATEGORY 19:						\$

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CATEGORY 20						
PUSH/PULL SWITCH (1 item)						
Item #	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#62	0553701260 Switch, push/pull, lighted, to be individually boxed, 12V, up to 20amp, Signal-Stat #102 (<u><i>no substitutions</i></u>).		150	EACH		
TOTAL FOR CATEGORY 20:						\$

CATEGORY 21						
RUBBER BUNGY STRAPS (3 items)						
Item #:	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price	Extended Total
#63	0705390954 Rubber bungy strap, with a relaxed length of 9", to have a working length of 14", to be constructed of black rubber with metal "S" hooks. To be boxed maximum of 50 per box.		5,000	PER STRAP		
#64	0705390958 Rubber bungy strap, with a relaxed length of 15", to have a working length of 19", to be constructed of black rubber with metal "S" hooks. To be boxed maximum of 50 per box.		6,000	PER STRAP		
#65	0705390962 Rubber bungy strap, with a relaxed length of 21", to have a working length of 24", to be constructed of black rubber with metal "S" hooks. To be boxed maximum of 50 per box.		6,000	PER STRAP		
TOTAL FOR CATEGORY 21:						\$

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CATEGORY 22 EXTENSION CORD (1 item)						
Item #:	Description:	Mfg. No. or Brand	Qty:	Unit of Issue	Unit Price	Extended Total
#66	2859541275 Extension cord, 50' length, heavy-duty, 12/3 gauge, SJTW approved, 125 volt rating, minimum 15 amp rating, for indoor/outdoor use, orange or yellow in color, round, with heavy-duty molded plug. To be boxed maximum of 6 per box.		300	PER 50' CORD		
TOTAL FOR CATEGORY 22:						\$

CATEGORY 23 BOOSTER CABLES (1 item)						
Item #:	Description:	Mfg. No. or Brand	Qty:	Unit of Issue	Unit Price	Extended Total
#67	0602425100 Booster cable, <u>20 foot length</u> , constructed of tangle free fine strand copper wire, 2 gauge, minimum of 600 amp capacity, color coded heavy-duty clamps, serrated jaw design for top post battery. Bids will be considered on the following brands: Arizona Tools Model #AZT202122 <i>or approved functionally equivalent.</i> <u>To be boxed individually.</u>		150	EACH		
TOTAL FOR CATEGORY 23:						\$

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CATEGORY 24 AUTOMOTIVE CABLES (11 items)						
Item #:	Description:	Mfg. No. or Brand:	Qty:	Unit of Issue:	Unit Price:	Extended Total:
#68	0602430405 Cable, primary, automotive, 12-gauge, 50 volt, RED polyvinyl insulation, 19/25 stranding, single conductor, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #02458 or approved functionally equivalent.		20	PER 100' SPOOL		
#69	0602430508 Cable, primary, automotive, 14-gauge, 50 volt, BLUE polyvinyl insulation, 19/27 stranding, single conductor, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #114 (02414) or approved functionally equivalent.		40	PER 100' SPOOL		
#70	0602430518 Cable, primary, automotive, 14-gauge, 50 volt, BROWN polyvinyl insulation, 19/27 stranding, single conductor, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #114 (02413) or approved functionally equivalent.		20	PER 100' SPOOL		
#71	0602430528 Cable, primary, automotive, 14-gauge, 50 volt, GREEN polyvinyl insulation, 19/27 stranding, single conductor, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #114 (02411) or approved functionally equivalent.		20	PER 100' SPOOL		
#72	0602430548 Cable, primary, automotive, 14-gauge, 50 volt, RED polyvinyl insulation, 19/27 stranding, single conductor, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #114 (02408) or approved functionally equivalent.		60	PER 100' SPOOL		

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#73	0602430567 Cable, primary, automotive, 14-gauge, 50 volt, WHITE polyvinyl insulation, 19/27 stranding, single conductor, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #114 (02409) <i>or approved functionally equivalent.</i>		30	PER 100' SPOOL		
#74	0602430570 Cable, primary, automotive, 14-gauge, 50 volt, YELLOW polyvinyl insulation, 19/27 stranding, single conductor, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #114 (02412) <i>or approved functionally equivalent.</i>		20	PER 100' SPOOL		
#75	0602430495 Cable, primary, automotive, 14-gauge, 50 volt, BLACK polyvinyl insulation, 19/27 stranding, single conductor, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #114 (02410) <i>or approved functionally equivalent.</i>		40	PER 100' SPOOL		
#76	0602430490 Cable, automotive, duplex wire, 14-gauge, 50 volt, 2-conductor, 19/27 stranding, 105° C temperature rating, black/white inner insulation colors, GRAY outer insulation , <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #03206 <i>or approved functionally equivalent.</i>		150	PER 100' SPOOL		
#77	0602430485 Cable, extension, 14-gauge, 3-conductor, 300 volt, 41 x 30 stranding, each conductor with PVC jacket, temperature rating from -40° C to 90° C, type SJTOW rating, oil/water/chemical resistant, flexible, round cable. <u>NOTE: Cable to be shipped in 100' lengths only.</u>		1,300 13 (per Addendum 003)	PER 100' CABLE		

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#78	0602430599 Cable, trailer, 14-gauge, 50 volt, 7-conductor, 19/27 stranding, each conductor with PVC jacket, 80° C temperature rating, cold temperature rating of -40° C, <u>100' per spool</u> , to meet SAE J1128 specifications, Deka #04908 or approved functionally equivalent.		25	PER 100' SPOOL		
TOTAL FOR CATEGORY 24:						\$

CATEGORY 25 BULBS AND HEADLIGHTS (10 items)						
Item #:	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price:	Extended Total:
#79	0553745605 Headlight, sealed beam, rectangular, high/low beam, for 2-headlight system, halogen, 3-lugs, 12V, #H6054.		300	EACH		
#80	0553745800 Headlight, plastic lens, sealed beam, rectangular, high/low beam, for 2-headlight system, halogen, 3-lugs, 12V, #HP6054.		180	EACH		
#81	0553747755 Sealed beam bulb, 12V, #4411.		120	Per Bulb		
#82	0555685208 Bulb, 12V, 55W, halogen, push-in, spade base, <u>1 bulb per box</u> , 100 bulbs per case, #H1.		1,300	Per Bulb		
#83	0555685345 Bulb, 12V, push-in, spade base, <u>5 or 10 bulbs per box</u> , #194. Number of bulbs per box: _____		450	Per Bulb		

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#84	0555685510 Bulb, 12V, push-in, round base, <u>5</u> <i>or 10 per box</i> , #1073. Number of bulbs per box: _____		30	Per Bulb		
#85	0555685545 Bulb, 12V, push-in, round base, <u>5</u> <i>or 10 per box</i> , #1157. Number of bulbs per box: _____		600	Per Bulb		
#86	0554631151 Bulb, 12V, push-in, spade base, <u>5</u> <i>or 10 per box</i> , #3057. Number of bulbs per box: _____		150	Per Bulb		
#87	4503255100 Bulb, krypton, 2V, <u>5 or 10 bulbs</u> <i>per box</i> , #KPR102. Number of bulbs per box: _____		100	Per Bulb		
#88	4503255105 Bulb, krypton, 3.6V or 4V, <u>5 or 10</u> <i>bulbs per box</i> , #KPR103. Number of bulbs per box: _____		50	Per Bulb		
TOTAL FOR CATEGORY 25:					\$	

CATEGORY 26						
SPRAY WAX W/CARNAUBA WAX (1 item)						
Item #:	Description:	Mfg. No. or Brand	Quantity:	Unit of Issue:	Unit Price:	Extended Total:
#89	0609915060 Spray wax, must contain carnauba wax , approximately 25 fluid oz. per bottle. Can be packaged 6 or 12 bottles per case. Indicate brand and part number. No. Per Case _____		400	Bottle		
TOTAL FOR CATEGORY 26						\$

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CATEGORY 27						
ROCKER SWITCH (2 items)						
Item #:	Description:	Mfg. No. or Brand	Quantity:	Unit of Issue:	Unit Price:	Extended Total:
#90	0553701275 Rocker switch (SPST), without lens, lighted, mounting hole to be approximately 7/8" x 1 1/2". Bids will be considered only on SWF #511.005 – <u>no substitutions.</u>		50	EACH		
#91	0705390615 Rocker switch (SPST), lighted, mounting hole to be approximately 9/16" x 1 1/8". Bids will be considered only on Able-2 Sho-Me # 05.0501 – <u>No substitutions.</u>		100	EACH		
TOTAL FOR CATEGORY 27						\$

CATEGORY 28						
FUSES AND FUSE HOLDER (10 items)						
Item #:	Description:	Mfg. No. or Brand	Quantity:	Unit of Issue:	Unit Price:	Extended Total:
#92	0605015026 Automotive Fuse: AGC-20; must be packed 5 fuses per pkg. <u>Price will be considered per fuse.</u>		50 Fuses	Per Fuse		
#93	0605015027 Automotive Fuse: AGC-30; must be packed 5 fuses per pkg. <u>Price will be considered per fuse.</u>		50 Fuses	Per Fuse		
#94	0605015100 Automotive Fuse: ATC-10; must be packed 5 fuses per pkg. <u>Price will be considered per fuse.</u>		500 Fuses	Per Fuse		

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#95	0605015130 Automotive Fuse: ATC-15; must be packed 5 fuses per pkg. <u>Price will be considered per fuse.</u>		750 Fuses	Per Fuse		
#96	0605015170 Automotive Fuse: ATC-20; must be packed 5 fuses per pkg. <u>Price will be considered per fuse.</u>		700 Fuses	Per Fuse		
#97	0605015230 Automotive Fuse: ATC-30; must be packed 5 fuses per pkg. <u>Price will be considered per fuse.</u>		700 Fuses	Per Fuse		
#98	0605015420 Automotive Fuse: ATM-20; must be packed 5 fuses per pkg. <u>Price will be considered per fuse.</u>		300 Fuses	Per Fuse		
#99	0605015430 Automotive Fuse: ATM-30; packed 5 fuses per pkg. <u>Price will be considered per fuse.</u>		300 Fuses	Per Fuse		
#100	0605055415 Fuse holder, for use with ATC/ATO 30A-32V fuses.		200 Holders	Per Fuse Holder		
#101	0605055405 Fuse holder, "in-line", for use with AGC 30; 8" 12-gauge wire with 30 amp AGC fuse included. CTW Electrical #FH-181, or approved functional equivalent.		200 Holders	Per Fuse Holder		
TOTAL FOR CATEGORY 28:						\$

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CATEGORY 29 GREASE (1 item)						
Item #:	Description:	Mfg. No. or Brand	Qty:	Unit of Issue	Unit Price	Extended Total
#102	4052462063 Grease, NLGI grade 2, multipurpose, 14 oz. per cartridge, 10 cartridges per carton. Must indicate brand and part number being submitted. <i>SUBMIT BID PRICE PER CARTON OF 10 CARTRIDGES.</i>		700 Cartons	CARTON OF 10 CARTRIDGES		
TOTAL FOR CATEGORY 29:						\$

NOTE ON CABLE SPOOLS: Cable spools **must** be marked showing brand and gauge of wiring being shipped.

NOTE ON AEROSOL ITEMS: All aerosol items shall be free from **chlorinated solvents** (*even if the product has been accepted in the past.*).

NOTE ON LISTING BRANDS AND MODEL NUMBERS: All bids should indicate the Brand and Part Number to be considered. **Please submit descriptive literature** for each *functionally equivalent product* and other “*no brand specified*” products bid.

NOTE ON AWARD: Award will be on a “**PER CATEGORY**” basis. **NOTE:** *You must bid on all items in the category* in order to be considered for award of that category.

NOTE ON QUANTITIES: the quantities shown *are estimated* for the period specified. MoDOT reserves the right to increase or decrease the quantity as needed. **Unless otherwise noted, all bids should indicate the Brand and Part Number to be considered.**

Name of the Bidder’s Firm

Signature of Authorized Representative

Date Signed

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.

n (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.

VENDOR BUSINESS NAME: _____

VENDOR SIGNATURE: _____

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

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

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

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

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

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the 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.

Missouri Highways and Transportation Commission
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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.