

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	2-101201FR		
DATE	November 16, 2008		
PAGE NO.	1	NO. OF PAGES	15

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

2:00 PM CST, DECEMBER 1, 2010

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

STATEWIDE LOCATIONS

(Submit net bid as cash discount stipulations will not be considered)

SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: FRANKIE J. RYAN

BUYER TELEPHONE: 573-522-9481

SUPPLIES OR SERVICES

Contract for furnishing **“Traffic Cones & Barrels”** for a contract period beginning **January 1, 2011 through December 31, 2011.**

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.

(SEE ATTACHED FOR SPECIFICATIONS, 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 time specified on attached pricing page from the date of receipt of the order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
EMAIL: _____
Form E-103 (Rev. 11-04)

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, 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 Traffic Cones and Barrels."

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the following documents must be submitted as noted:

- Bid Form (sign the front page of the bid documents and submit with the bid)
- Pricing Pages (sign the second page and submit both pricing pages with the bid)
- Preference In Purchasing Products (to be signed and submitted with bid or prior to award of contract)
- Missouri Domestic Products Procurement Act (to be signed & submitted with bid or prior to contract award)
- Notice of Cooperative Purchasing (to be signed and submitted with bid or prior to award of contract)
- Missouri Service-Disabled Veteran Business Preference (sign and submit with bid as appropriate)

OPEN COMPETITION / REQUEST FOR BID DOCUMENT:

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Missouri Department of Transportation (MoDOT) if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

BRAND, MODEL NUMBER AND MANUFACTURER'S CERTIFICATION:

All bidders should indicate brand and model number of the product being bid for all items. Submit descriptive literature on the items you propose to furnish. **The Bidder should submit a manufacturers certification with the bid certifying that the cones and/or barrels, and retroreflective sheeting if being furnished, is in accordance with all requirements of the specifications noted herein.** The certification shall include specific results for the properties specified herein.

DELIVERY:

All deliveries shall be FOB-Missouri Department of Transportation to statewide locations.

AWARD:

For the purposes of this bid, items **will be awarded on a “Category by Category” basis** on products meeting the specifications for entire category. *Must bid on all items in the category to be considered for award.*

SAMPLES:

MoDOT reserves the right to request **up to four (4) samples per product bid** from the bidders if deemed necessary before award of bid. Bidder will have five (5) working days, from date of request, to provide samples. Samples shall be furnished to MoDOT at no charge. Unless otherwise noted herein, samples will not be returned and will become the property of MoDOT. Failure to submit the samples, as requested, may be cause for bidder disqualification. ***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. Cones that do not meet specifications will cause all of the shipments to be returned at the contractor’s expense.

INVOICING AND PAYMENT REQUIREMENTS:

The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

CONTRACT PRICE ESCALATION:

Price Escalation Clause - In the event the Contractor requests a price increase during the contract period (original contract period or contract renewal period), the Contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the Contractor’s written request and documentation, and decide if a price increase is to be granted at that particular time. The Contractor shall understand and agree that MoDOT’s decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

RENEWAL OPTIONS:

In the event that MoDOT exercises an option to renew the contract for three (3) 12-month periods, or any portion thereof, pursuant to the applicable provisions outlined in this RFB, the Bidder shall note as provided on the pricing page, the maximum percentage of increase. The Bidder is cautioned that the percentage shall be computed against the CURRENT contract prices during renewal period. Furthermore, the Bidder is advised that MoDOT does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal. If the Bidder does not enter a renewal period percentage of increase, the Department will assume the Bidder is offering the products specified herein at the current contract price during the entire referenced renewal period.

NON-EXCLUSIVITY:

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

PRICING PAGE

Page 1 of 2

(Two (2) pages with a total of 5 items & Renewal Information; submit both pages with your bid)

Contract for furnishing “Traffic Cones and Barrels” for a **contract period beginning January 1, 2011 through December 31, 2011**. COMPLETE, SIGN WHERE INDICATED ON THE PRICING PAGES, AND SUBMIT WITH YOUR SIGNED BID FORM AND OTHER REQUIRED DOCUMENTATION.

DELIVERY LEAD TIME from receipt of purchase order – 45 days.

NOTE ON ESTIMATED QUANTITIES: Please note that MoDOT does not guarantee the below listed quantities are indicative of the amount to be ordered by MoDOT.

ALL COSTS associated with providing the commodities as noted herein must include, but not necessarily be limited to, *shipping, fuel, freight, handling, personnel costs, insurance, etc.*

Category 1: Traffic Drum-Like Channelizers and Related Items					
See Attached Specifications MGS-93-04D, FS 1042 Table 2 & FS-2070 Table 1					
Item	Estimated Quantity	Model/Type & Manufacturer	DESCRIPTION	Firm, Fixed Price Per Item	Extended Total
001	60		Flexible Non-Metallic Drum-Like Channelizers with hollow base ballast, flat exterior-mounted ballast, or solid weighted bottom ballast.	\$ _____	\$ _____
002			<u>IF</u> submitting a bid for the above channelizer with a flat exterior-mounted fit flexible ring, the bidder <i>SHALL</i> submit a bid for an additional flat exterior-mounted ring to allow MoDOT to add extra weight to the channelizer. <u>COST DETERMINATION FOR THIS TYPE OF DRUM</u> will be determined by adding one (1) of item 001 and one (1) of item 002 to make a complete unit price. If Bidder is submitting a bid for this type of drum, and does not submit price for this ring, the Bidder <i>will not be considered for award</i> of this category.	\$ _____	\$ _____
(Must bid on all items in the category) TOTAL – CATEGORY 1				\$	\$

STATE THE MINIMUM QUANTITY FOR EACH ITEM ORDERED (items 001 and 002):

BARRELS: _____

FLAT EXTERIOR-MOUNTED FIT FLEXIBLE RINGS FOR BARRELS: _____

PRICING PAGE

Page 2 of 2

PLEASE NOTE: The range pricing for “1-200 ordered” or “201+ ordered” is for orders being shipped to the same location, not just on the number of items on the purchase order. **REASON:** MoDOT’s ordering system is such that the Contractor will occasionally receive multiple purchase orders that all ship to the same location. **Please be aware that the pricing for each range is for orders that ship to the same location.**

Category 2: Traffic Cones and Related Item					
See attached specifications MGS-93-06E, FS-1042 Table 1 & FS 1042 Table 2					
Item #	Model/Type & Manufacturer	DESCRIPTION	Original Contract Period <i>Firm, Fixed Price Per Item</i> <i>1 – 200 Ordered</i>	Original Contract Period <i>Firm, Fixed Price Per Item</i> <i>201+ Ordered</i>	Extended Total
003		28” Height Polyvinyl traffic cones.	\$ _____	\$ _____	\$ _____
004		28” Height-Reflectorized permanently installed polyvinyl traffic cones.	\$ _____	\$ _____	\$ _____
005		7 Pound base weights for 28” height polyvinyl traffic cones.	\$ _____	\$ _____	\$ _____
<i>(Must bid on all items in the category) TOTAL – CATEGORY 2</i>					\$ _____

STATE THE MINIMUM QUANTITY FOR EACH ITEM ORDERED (items 003, 004 and 005):

28” HEIGHT POLYVINYL CONES: _____

28” HEIGHT-REFLECTORIZED PERMANENTLY INSTALLED-POLYVINYL CONES: _____

7 POUND BASE WEIGHTS FOR 28” HEIGHT POLYVINYL TRAFFIC CONES: _____

COST DETERMINATION and AWARD: The low bid shall be determined by adding the bidder’s line items within each range of the products listed on the pricing page. The totals from the ranges of each item will be added together for each bidder to determine the lowest bid. Award will be per category. Bidder must bid on all line items in order to be considered for award of the category.

RENEWAL PERIOD: The bidder shall provide below the maximum percentage of increase or minimum percentage of decrease for the renewal period. The percentage shall be computed against the **current contract price** during the renewal period. *If renewal percentage is not provided*, the Department will assume the Bidder is offering the products specified herein at the current contract price during the entire referenced renewal period.

1st 12-month Renewal Period _____ % of maximum increase _____ % maximum decrease

2nd 12-month Renewal Period _____ % of maximum increase _____ % maximum decrease

3rd 12-month Renewal Period _____ % of maximum increase _____ % maximum decrease

PACKAGING: Product shall be shipped in the original OEM packaging and be clearly marked as to manufacturer, quantity, brand, and size.

NAME OF THE BIDDER’S FIRM: _____

Name & Signature of Contractor’s 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) *(printed name)*

Federal Tax I.D. #: _____

If no Federal Tax I.D. # then 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: _____

NOTICE OF COOPERATIVE PURCHASING

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer TRAFFIC CONES AND BARRELS listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the services and/or commodities meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

BY: _____
(signature) *(printed name)*

TITLE: _____

DATE: _____

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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 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.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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

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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

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

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- 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 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.

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

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- 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 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

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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.

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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.

SPECIAL TERMS AND CONDITIONS

Information and Reports

a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

a. The contract price shall include any necessary permits and licenses required by law incidental to the work.
b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Failure to Execute Contract

a. Failure to execute the contract within 15 calendar days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Delivery – Additional Requirements

a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.

- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
- 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- 3) No material will be accepted that has been dropped off in the absence of the department's materials checker.

b. No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the engineer, or other designee as assigned by the Missouri Department of Transportation.

c. The following days shall be construed as official holidays under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

d. When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

Legal Weights

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a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in Sections 304.180 and 304.190 RSMo are understood and will be abided by. The Department will not accept loads, which exceed legal weights.

Increase or Decrease Quantities

a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.

b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price.

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DRUM-LIKE CHANNELIZERS MGS-93-04D

1.0 DESCRIPTION. This specification covers drum-like channelizers.

2.0 MATERIALS.

2.2 GENERAL. Channelizers shall be manufactured from a non-metallic material compounded to meet the requirements of this specification. The channelizer shall be a two-piece (drum portion and ballast portion) design capable of being securely fastened together in such a manner as to prevent accidental separation from air turbulence created by such things as passing trucks or normal winds. Channelizer seams shall be equal in strength to the rest of the channelizer. Channelizers shall exhibit good workmanship and shall be free of objectionable marks or defects that affect appearance or serviceability. The brand name or model number shall be clearly visible on the channelizer for identification.

2.2.1 DRUM. The drum portion shall be pigmented and molded of a Highway Orange color throughout and stabilized against fading by ultra-violet or other light rays by the incorporation of adequate inhibitors. The drum shall be circular in shape with a closed top and shall be approximately 36 inches high and a minimum of 18 inches in diameter at the narrowest point. The top surface of the channelizer, including any recessed areas, shall be designed to drain. The drum shall be augmented with alternating orange and white (four total), six-inch wide retroreflective markings applied to the drum in a horizontal and circumferential manner and separated by no more than two inches. The retroreflective markings shall be manufactured of reboundable Type III sheeting in accordance with ASTM D 4956, including Supplemental Requirement Section S2, and designed for use on flexible channelizers.

2.2.2 BALLAST. The ballast portion shall comply with one of the following designs:

a) A hollow base capable of containing up to 50 pounds of loose dry sand. Hollow base ballasts shall be capable of being filled and sealed to retain the ballast material and shall have a handle(s) such that the ballast portion could be moved by hand.

b) A flat exterior-mounted flexible ring that rests on the ground when installed on the drum. The ballast shall weigh approximately 25 pounds and shall not exceed 36 inches outside diameter.

c) A solid weighted bottom to which the drum portion is attached. The solid weighted bottom shall weigh 40 ± 2.5 pounds and shall not exceed 30 inches in outside diameter.

3.0 QUALIFICATION. Acceptable drum-like channelizer brands and models are specified on MoDOT's "Qualified Flexible Non-Metallic Drum-Like Channelizers" list or shall have received NTPEP test results indicating less than 5% distress, less than 5% sheeting damage, complete restackability, and no instances of a channelizer or the ballast being lodged under the vehicle.

4.0 CERTIFICATION. The manufacturer shall provide written certification indicating the drum-like channelizers are in accordance with the requirements of NCHRP 350, Test Level 3 and with this specification.

5.0 BASIS OF ACCEPTANCE. Acceptance of drum-like channelizers will be by certification and testing for compliance with this specification.



TRAFFIC CONES MGS-93-06E

1.0 DESCRIPTION. This specification covers traffic cones for department work.

1.1 Unless otherwise stated, specification section references are from the version, in effect at the time of this order, of the Missouri Standard Specifications for Highway Construction and its supplements.

2.0 MATERIALS.

2.1 General. Traffic cones shall be constructed of polyvinyl chloride, and shall be fluorescent red-orange in color.

2.1.1 The cones may be either molded in one piece or the upper conical portion shall be permanently fused and joined to the base section forming one integral unit.

2.1.2 The cones shall be capable of nesting neatly and be easily separated when stacked.

2.2 Twelve (12) Inch Traffic Cones.

2.2.1 Base. The base shall be square and shall have a minimum dimension of 8 1/4 inches on each side.

2.2.2 Cone. The cone shall comply with the following dimensions:

Top wall thickness, inch, min.	0.065
Bottom wall thickness, inch, min.	0.10

2.2.3 The complete unit (base and cone) shall have a minimum weight of 1 1/4 pounds and shall have a minimum height of twelve (12) inches.

2.3 Twenty-Eight (28) Inch Traffic Cones.

2.3.1 Base. The base shall be square and shall have a minimum dimension of 14 inches on each side.

2.3.1.1 The base shall be weighted to provide a low center of gravity for maximum stability. The weight of the base shall be at least 60 percent of the total weight of the cone.

2.3.2 Cone. The cone shall comply with the following dimensions:

Outside diameter at base, inches, min.	10
Outside diameter at top, inches, min.	2
Wall thickness 1 inch below the top, inch, min.	0.075
Wall thickness 1 inch above the base, inch, min.	0.10

2.3.3 The cone must be self-supporting with no appreciable slump or sag after four hours exposure at a temperature of 150⁰ F.

2.3.4 After four hours exposure at a temperature of 10⁰ F, the cones must withstand a 180⁰ bend with no evidence of cracking, splitting, breaking, or other distress. This test shall be made immediately upon removal of the specimen from the temperature chamber.

2.3.5 The cone, when placed in its normal position on a flat surface and folded at a point near the middle of its vertical height so that the upper tip touches the surface on which the base is resting, will return to its original vertical position within 20 seconds. The cone should be at ambient room temperature when tested.

2.3.6 The opening at the top of the cone shall be reinforced with a bead or lip to prevent tearing.

2.3.7 The complete unit (base and cone) shall have a minimum weight of 7 pounds and shall have a minimum height of twenty-eight (28) inches.

2.4 Twenty-Eight (28) Inch Traffic Cones with Retroreflective Marking.

2.4.1 Twenty-eight (28) inch traffic cones with retroreflective marking shall meet the requirements specified in Section 2.3 of this specification.

2.4.2 The cones shall be reflectorized with Type 3 retroreflective sheeting in accordance with the requirements of Sec 1042, and designed for use on flexible traffic cones.

2.4.3 Retroreflectorization of cones shall be provided by a minimum 6 inch wide white band placed a minimum of 3 inches but not more than 4 inches from the top of the cone. An additional 4 inch wide white band shall be placed a minimum of 2 inches below the 6 inch band.

3.0 ORDERING INFORMATION. The type of cone is to be as shown in the order.

4.0 CERTIFICATION. The supplier shall submit a manufacturers certification at destination certifying that the cones, and retroreflective sheeting if being furnished, is in accordance with all requirements of these specifications. The certification shall include specific results for the properties specified herein.

5.0 ACCEPTANCE. Acceptance of traffic cones will be based on a satisfactory manufacturer's certification, visual inspection, and any tests deemed necessary by the department. If testing is required, samples will be taken at the destination.



**HIGHWAY SIGN MATERIAL
FIELD SECTION 1042 TABLE 1
REFLECTIVE SHEETING
QUALIFIED FOR PERMENANT DEVICES
(1042SMRS)**

TYPE 1 SHEETING			
Manufacturer	Series Number	Colors	Inks (Y / N)
Avery Dennison Niles, IL	T-1500	Standard*	Y
3M St. Paul, MN	3270 3290 CW84NL	Standard*	Y
Nippon Carbide Kenosha, WI	8100	Standard*	Y

TYPE 3 SHEETING				
Manufacturer	Series Number	Colors	Inks (Y / N)	E/C Film
Avery Dennison Niles, IL	T-6500	Standard*	Y	Standard*
3M St. Paul, MN	3930	Standard*	Y	Standard*

TYPE 7 SHEETING			
Manufacturer	Series Number	Colors	Inks (Y / N)
Avery Dennison Niles, IL	T-7500 T-11500	Standard* (No Orange) Standard* (No Brown or Orange)	Y
3M St. Paul, MN	3990 4090	Standard* (No Brown or Orange) Standard* (No Orange)	Y
Nippon Carbide Rancho Dominguez, CA	92000	Standard* (No Brown or Orange)	Y



**HIGHWAY SIGN MATERIAL
 FIELD SECTION 1042 TABLE 1
 REFLECTIVE SHEETING
 QUALIFIED FOR PERMENANT DEVICES
 (1042SMRS)**

FLOURESCENT SHEETING			
Manufacturer	Series Number	Colors	Inks (Y / N)
Avery Dennison Niles, IL	W-7514 T-7511 T-7513 T-11511 T-11513 T-11514	Flourescent Orange Flourescent Yellow Flourescent Yellow Green Flourescent Yellow Flourescent Yellow Green Flourescent Orange	Y
3M St. Paul, MN	3924S 3954 3981 3983 4081 4083 4084	Flourescent Orange Flourescent Orange Flourescent Yellow Flourescent Yellow Green Flourescent Yellow Flourescent Yellow Green Flourescent Orange	Y
Nippon Carbide Industries, Inc. Santa Fe Springs, CA	92847 92844	Flourescent Orange Flourescent Yellow Green	Y

* Standard Colors – White, Red, Yellow, Orange, Blue, Green, Brown





**HIGHWAY SIGN MATERIAL
 FIELD SECTION 1042 TABLE 2
 QUALIFIED REFLECTIVE SHEETING FOR
 TEMPORARY TRAFFIC CONTROL DEVICES**

NOTE: Sheeting from Field Section 1042 Table 1 may be also used on temporary devices where there is no requirement for reboundable sheeting.

Type 7 Sheeting For Type III Barricades		
Manufacturer	Series Number	Colors
Avery Dennison Niles, IL	W-6200 (wood/aluminum) W-6100 (plastic)	Orange/White
3M St Paul, MN	3334	Orange/White
	3336	Orange/White

Reboundable Type III Sheeting For Trim-Line Channelizers, Drum-Like Channelizers and Tubular Markers		
Manufacturer	Series Number	Colors
3M St Paul, MN	3810-I	White
	3910	White
	3814-I	Orange
	3310	White
	3311	Yellow
	3314	Orange
Avery Dennison Niles, IL	WR-6100	White
	WR-6104	Orange
Reflexite Corporation New Britain, CT	C85	White and Orange

Reboundable Fluorescent Sheeting For Trim-Line Channelizers		
Manufacturer	Series Number	Colors
Avery Dennison Niles, IL	WR-7114	Fluorescent Orange
3M St Paul, MN	3914	Fluorescent Orange
Reflexite Corporation New Britain, CT	C86	White and Fluorescent Orange





TRAFFIC CONTROL MATERIALS FIELD SECTION 2070 TABLE 1 QUALIFIED FLEXIBLE NON-METALLIC DRUM-LIKE CHANNELIZERS (2070 TCDC Table1)

<u>Brand Name or Model Number</u>	<u>Supplier</u>
B-100 B-400 B-400A	Work Area Protection Corp. P. O. Box 87 2500 Production Dr. St. Charles, Illinois 60174
Bouncer	Flex-O-Lite P. O. Box 4366 St. Louis, MO 63123
18000 LDPE 18000 HDPE 18000 HDPE	TrafFix Devices, Inc. 220 Calle Pinteroesco San Clemente, CA 92672
Lifeguard Channelizer	Plastic Safety Systems, Inc. P. O. Box 20140 Cleveland, OH 44120
Lifeguard II	Plastic Safety Systems, Inc. (5/02) 2444 Baldwin Rd. Cleveland, OH 44104
Model FTS-5M -The Director (11/00)	Lakeside Plastics, Inc. 450 W. 33 rd Ave P.O. Box 2384 Oshkosh, WI 54903-2384
Model 1500 Model 1510	Flex-O-Lite P. O. Box 4366 St. Louis, MO 63123
PB90	Services & Materials Co., Inc. Elwood, Indiana 46036
PCB-2 Flex-O-Lite (2 piece unit only)	P. O. Box 4366 St. Louis, MO 63123
Rhino (8/00)	Plasticade Products 8800 Austin Ave. Skokie, IL 60077



**TRAFFIC CONTROL MATERIALS FIELD
SECTION 2070 TABLE 1 (Cont'd) QUALIFIED
FLEXIBLE NON-METALLIC DRUM-LIKE
CHANNELIZERS**

Brand Name or Model Number

Supplier

Safe-T-Drum 9700 Series

Radiator Specialty Co.
P. O. Box 34689 Charlotte, NC
2834-6080

Super Dome Model SD440
(6/96)

Bent Manufacturing Company
17311 Nichols Street
Huntington Beach, CA 92647-5721

