



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

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering product specified and provide all information requested.

TODAY'S DATE:	SEPTEMBER 19, 2011	QUOTE DUE ON OR BEFORE:	09/23/11; 10:00 A.M., CDST	F.O.B. REQUIREMENTS:	DESTINATION: JEFFERSON CITY, MO 65109
DELIVERY: (PLEASE COMPLETE) _____ CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER		QUOTE No:	4-110923FR	BUYER NAME AND TELEPHONE NUMBER:	FRANKIE J. RYAN 573-522-9481
Central Office Mailing Address	PO Box 270, Jefferson City, MO 65109	Please fax quotation to (573) 526-1218		DELIVERY LOCATION: Jefferson City, Missouri	

Contract for furnishing **HYDRAULIC HOSES AND FITTINGS** for a contract period beginning at date of award through February 29, 2012

PLEASE SEE ATTACHED PRICING PAGE FOR DETAILS

Bidders are encouraged to obtain **minority business enterprise (MBE)** and **women business enterprise (WBE)** participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

NOTE ON QUANTITIES: the quantities shown ARE ESTIMATED. MoDOT reserves the right to increase or decrease the quantity as needed.

Prices must include all shipping and handling

Award:
All or None Pricing submitted must be *valid for 90 calendar days after the date for receiving bids*. See attached for conditions, additional information, quantities and pricing pages

Company Name:

All responses to this Request for an Informal Quotation **MUST** be submitted on this form and **MUST** be returned to the Buyer listed above at the Central Office location shown. See attached for conditions and instructions. **Quotation can be faxed to (573) 526-1218**

VENDOR INFORMATION

Vendor Name and Mailing Address	Vendor Contact Information (including area codes):	
	Phone #	
	Fax #	
	Cellular #	
Printed Name and Title of Responsible Officer or Employee:	Email	
	Signature:	

QUOTE SUBMITTAL:

This solicitation seeks quotes from qualified organizations to provide **HYDRAULIC HOSES AND FITTINGS** to the Missouri Department of Transportation (MoDOT). **Your written quote may be faxed back to (573) 526-1218**, 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 Quote document*, at the office of:

Missouri Department of Transportation
Attn: Ms. Frankie J. Ryan
General Services – Procurement and Inventory Management
830 MoDOT Drive (zip: 65109)
P.O. Box 270 (zip: 65102)
Jefferson City, MO

DELIVERY:

Quotes shall be quoted with delivery F.O.B Missouri Department of Transportation at Jefferson City, Missouri 65109. MoDOT desires for the product to be delivered in as quick a time frame as feasible after receipt of the purchase order. Bidder agrees to furnish and deliver any or all the items on which prices were quoted within the number of calendar days noted by the Bidder on the front page of this Quote. *For purposes of award, MoDOT reserves the right to use the delivery terms, as well as total cost for all items bid, to determine the lowest and best offer.*

COMPLIANCE WITH QUOTE REQUIREMENTS:

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

VENDOR NAME REGISTRATION:

On all Quote 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. Failure to use the correct firm name on all Quote documents will result in delaying the contract award.

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.

NOTIFICATION OF AWARD:

Award notification will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

STANDARD SOLICITATION

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.

INVOICING AND PAYMENT

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. 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.

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

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.

CONTRACT PRICE ESCALATION

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.

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PRICING PAGES

Pricing Page 1 of 5

Note: Bidder must complete the pricing pages, *sign where indicated on pricing page 5 of 5*, and return them with the signed bid form and other pages requiring a signature.

NOTE ON AWARD: Bidder must bid on all items in category 1-A through Category 1-G in order to be considered for award of Category 1. Award of Category 1 will be to the low, responsive bidder who bid all items within Category 1.

CATEGORY 1-Group A

Hose ends, crimpable, one-piece, *Parker/Dayco only (no substitutions)*. In the following sizes:

CATEGORY 1 – Group A						
HYDRAULIC FITTINGS – Hose Ends						
Item #:	Description:	Mfg. No. or Brand	Qty	Unit of Issue:	Unit Price:	Extended Total:
#1	0606140100 ¼”, 101HY-4-4		60	EACH		\$
#2	0606140150 3/8”, 101HY-6-6		100	EACH		\$
#3	0606140200 ½”, 101HY-8-8		289	EACH		\$
#4	0606140300 ¾”, 101HY-12-12		137	EACH		\$
#5	0606140350 1”, 101HY-16-16		57	EACH		\$
TOTAL FOR CATEGORY 1-A (5 items)						\$

CATEGORY 1 – Group B

Swivel adaptor, straight, zinc plated steel, NPTF male to NPSM swivel female, in the following sizes:

NOTE: For the purposes of Category 1-B, quotes will only be considered on the following brands: *Aeroquip, Hanson, and Parker/Dayco – no substitutions*. Please indicate the brand you propose to furnish.

CATEGORY 1 – Group B						
HYDRAULIC FITTINGS – Swivel adaptors, straight						
Item #:	Description:	Mfg. No. or Brand	Qty	Unit of Issue:	Unit Price:	Extended Total:
#6	0606140500 ¼”, 53-4-4		7	EACH		\$
#7	0606140505 3/8”, 53-6-6		42	EACH		\$
#8	0606140515 ½”, 53-8-8		83	EACH		\$
#9	0606140530 ¾”, 53-12-12		15	EACH		\$
#10	0606140535 1”, 53-16-16		10	EACH		\$
TOTAL FOR CATEGORY 1-B (5 items)						\$

PRICING PAGE 2 OF 5

CATEGORY 1 – Group C

Swivel adaptor, 90 degree, zinc plated steel, NPTF male to 90 degree NPSM swivel female, in the following sizes:

NOTE: For the purposes of Category 1-C, quotes will only be considered on the following brands: *Aeroquip, Hanson, and Parker/Dayco - no substitutions.* Please indicate the brand you propose to furnish.

CATEGORY 1 – Group C						
HYDRAULIC FITTINGS – Swivel adaptors , 90 degree						
Item #:	Description:	Mfg. No. or Brand	Qty	Unit of Issue:	Unit Price:	Extended Total:
#11	0606140600 ¼”, 55-4-4		18	EACH		\$
#12	0606140605 3/8”, 55-6-6		30	EACH		\$
#13	0606140610 ½”, 55-8-8		55	EACH		\$
#14	0606140615 ¾”, 55-12-12		19	EACH		\$
#15	0606140625 1”, 55-16-16		18	EACH		\$
TOTAL FOR CATEGORY 1-C (5 items)						\$

CATEGORY 1 – Group D

Quick Connect Hydraulic Couplers, Female, in the following sizes:

NOTE: For the purposes of Category 1-D, quotes will only be considered on the following brands: *Aeroquip, Parker/Dayco, and Dixon Quick Coupling (former Perfecting brand) – no substitutions.* Please indicate the brand you propose to furnish.

CATEGORY 1 – Group D						
HYDRAULIC FITTINGS – Quick connect couplers, female						
Item #:	Description:	Mfg. No. or Brand	QTY	Unit of Issue:	Unit Price:	Extended Total:
#16	0606135110 3/8”, FD45-1003-6-6		540	EACH		\$
#17	0606135115 ½”, FD45-1003-8-10		345	EACH		\$
#18	0606135125 ¾”, FD45-1003-12-12		286	EACH		\$
#19	0606135135 1”, FD45-1003-16-16		229	EACH		\$
TOTAL FOR CATEGORY 1-D (4 items)						\$

PRICING PAGE 3 OF 5

CATEGORY 1 – Group E

Quick Connect Hydraulic Couplers, Male, in the following sizes:

NOTE: For the purposes of Category 1-E, quotes will only be considered on the following brands: *Aeroquip, Parker/Dayco, and Dixon Quick Coupling (former Perfecting brand)* – *no substitutions*. Please indicate the brand you propose to furnish.

CATEGORY 1 – Group E						
HYDRAULIC FITTINGS – Quick connect couplers, male						
Item #:	Description:	Mfg. No. or Brand	QTY	Unit of Issue:	Unit Price:	Extended Total:
#20	0606135205 3/8", FD45-1002-6-6		499	EACH		\$
#21	0606135210 1/2", FD45-1002-8-10		320	EACH		\$
#22	0606135220 3/4", FD45-1002-12-12		234	EACH		\$
#23	0606135230 1", FD45-1002-16-16		146	EACH		\$
TOTAL FOR CATEGORY 1-E (4 items)					\$	

CATEGORY 1 – Group F

Quick Connect Dust Plug, in the following sizes:

NOTE: For the purposes of Category 1-F, quotes will only be considered on the following brands: *Aeroquip, Parker/Dayco, and Dixon Quick Coupling (former Perfecting brand)* – *no substitutions*. Please indicate the brand you propose to furnish.

CATEGORY 1 – Group F						
HYDRAULIC FITTINGS – Quick connect dust plugs						
Item #:	Description:	Mfg. No. or Brand	QTY	Unit of Issue:	Unit Price:	Extended Total:
#24	0606135435 3/8", FD45-1041		134	EACH		\$
#25	0606135445 1/2", FD45-1041		87	EACH		\$
#26	0606135465 3/4", FD45-1041		102	EACH		\$
#27	0606135485 1", FD45-1041		86	EACH		\$
TOTAL FOR CATEGORY 1-F (4 items)					\$	

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PRICING PAGE 4 OF 5

CATEGORY 1 – Group G

Quick Connect Dust Caps, in the following sizes:

NOTE: For the purposes of Category 1-G, quotes will only be considered on the following brands: *Aeroquip, Parker/Dayco, and Dixon Quick Coupling (former Perfecting brand)* – no substitutions. Please indicate the brand you propose to furnish.

CATEGORY 1 – Group G HYDRAULIC FITTINGS – Quick connect dust caps						
Item #:	Description:	Mfg. No. or Brand	QTY	Unit of Issue:	Unit Price:	Extended Total:
#28	0606135315 3/8", FD45-1040		154	EACH		\$
#29	0606135325 1/2", FD45-1040		98	EACH		\$
#30	0606135345 3/4", FD45-1040		104	EACH		\$
#31	0606135365 1", FD45-1040		100	EACH		\$
TOTAL FOR CATEGORY 1-G (4 items)					\$	

TOTALS FOR CATEGORY 1: Group-A through Group G

Category 1 – Group A	\$
Category 1 – Group B	\$
Category 1 – Group C	\$
Category 1 – Group D	\$
Category 1 – Group E	\$
Category 1 – Group F	\$
Category 1 – Group G	\$
GRAND TOTAL: Category 1: A through G	\$

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PRICING PAGE 5 OF 5

NOTE: Bidder must bid on all items in Category 2 in order to be considered for award of Category 2.

CATEGORY 2 HYDRAULIC HOSES – 2 items						
Item #:	Description:	Mfg. No. or Brand	QTY	Unit of Issue:	Unit Price:	Extended Total:
#1	0606042060 Hose, hydraulic, 3/8" ID, high pressure, SAE 100R16, 4000 psi, black cover and tube to be constructed of oil and weather resistant synthetic rubber MSHA approved, thin cover, temperature range of -40° F to +250° F, reinforced with two tensile wire braids, EZ Flex 250, lengths to be a minimum of 150 feet and a maximum reel length of 300 feet. For the purposes of this bid, bids will only be accepted on DAYCO FX SERIES HYDRAULIC HOSE. <i>NO SUBSTITUTIONS</i> <u>NOTE:</u> No more than two (2) pieces per spool.		500	FEET	\$	\$
#2	0606042065 Hose, hydraulic, 1/2" ID high pressure, SAE 100R16, 3500 psi, black cover and tube to be constructed of oil and weather resistant synthetic rubber MSHA approved, thin cover, temperature range of -40° F to +250° F, reinforced with two tensile wire braids, EZ Flex 250, lengths to be a minimum of 150 feet and a maximum reel length of 500 feet. <u><i>For the purposes of this bid, bids will only be accepted on</i></u> DAYCO FX SERIES HYDRAULIC HOSE. <i>NO SUBSTITUTIONS</i> <u>NOTE:</u> No more than two (2) pieces per spool.		1000	FEET	\$	\$
GRAND TOTAL FOR CATEGORY 2 (2 items)						\$

NOTE ON PACKAGING: All items must be packaged in their original packaging.

NOTE ON BRAND AND PART NUMBER: Vendor should state brand and part number that is being submitted

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

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

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.

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

- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC 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 upon request if applicable.

Insurance

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

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

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