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:	01/26/2011	QUOTE DUE ON OR BEFORE:	01/31/2011; 3:00 PM CST	F.O.B. REQUIREMENTS:	DESTINATION TO JOB SITE
Product delivery shall occur on or before February 15, 2011		QUOTE NO:	4-110131FR	BUYER NAME /TELEPHONE NUMBER:	FRANKIE J. RYAN 573-522-9481
Central Office Mailing Address **Fax Number:**	PO Box 270, Jefferson City, MO 65109 **(573) 526-1218**		***Please fax quotation to (573) 526-1218***	DELIVERY LOCATION: See attached for job site location	

UNIT OF ISSUE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	
Linear Feet	**FIBER REINFORCED POLYMER (FRP) SUPERLAMINATE STRENGTHENING SYSTEM**	25 Linear Feet	$	$	***COSTS: All costs associated with supplying this material must be included in the unit price. This includes, but is not necessarily limited to shipping and/or freight.***

SEE ATTACHED SPECIFICATIONS AND INFORMATION ON LIQUIDATED DAMAGES

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

Award: ***All or None***	**SEE ATTACHED FOR ADDITIONAL DETAILS AND REQUIREMENTS.**

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 mailing address shown. See attached for conditions and instructions. **Quotation can be faxed to (573) 526-1218.**

VENDOR INFORMATION

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

Is your firm MBE or WBE Certified? Yes ☐ No ☐

QUOTE SUBMITTAL

This solicitation seeks quotes from qualified organizations to provide ***Silicone Sealant for Expansion Joints*** 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
830 MoDOT Drive, Jefferson City, MO 65109 (physical location)
P.O. Box 270, Jefferson City, MO 65102 (mailing address)
Jefferson City, MO 65102
FAX: 573-526-1218

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.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS

For the Quote to be considered the attachments "Preference in Purchasing Products" and the " Missouri Service-Disabled Veteran Business Preference", as required, must be submitted to this office prior to any contract being awarded for this Quote.

PRODUCT DESCRIPTION AND SCOPE OF WORK

Scope of Work

This specification is intended **for use in defining the minimum requirements for furnishing an FRP composite system to be installed by MoDOT, using a superlaminate.**

The manufacturer shall furnish the FRP composite material, epoxy primers and saturants, and UV protective coating, which shall be delivered to the job site or MoDOT facility, as determined by MoDOT's Project Manager. If specialized equipment is required to saturate the fabric, that equipment shall be supplied at no additional cost to MoDOT for use on the job. All other incidental materials, tools, equipment, and labor will be furnished by MoDOT to install the FRP product.

Work Location

The work is to be performed on the following selected piles on the Missouri land side of the Route US 62 bridge, in Dunklin County, crossing the St. Francis River, at the Missouri-Arkansas border.

Submittals

Submit the following for review:

- Health and Safety Sheets and Material Safety Data Sheets (MSDS) of each product used on site, that is supplied by product manufacturer.

- Manufacturer's product data sheet indicating product standards, technical specifications, limitations, installation instructions, maintenance instructions, and general recommendations for the proposed fiber and epoxy to be supplied.
- Certification from the manufacturer of the system's material properties including previously completed ASTM D3039 test results of the proposed system.
- Complete drawings containing details of the number and thickness of layers, joint and end details and locations to satisfy project requirements.
- Design calculations for the composite system submitted for approval by the engineer of record, shall be stamped by a registered professional engineer in Missouri.
- All product submittals must be made upon notification that bid has been accepted and before the award of project will be made.
- References for minimum of 5 successful field applications.

Product Delivery, Storage and Handling

The product must be delivered to the jobsite or other designated MoDOT facility on or before February 15, 2011. MoDOT will assume ownership of the material upon delivery and provide for proper storage as per manufacturer requirements. The specified materials shall be in original containers with seals unbroken and labels intact and legible with verification of date of manufacture and shelf.

Liquidated Damages

In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of five-hundred dollars ($500.00) per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Material Specifications

The FRP fabric that is proposed shall be specifically intended to repair, strengthen and encapsulate concrete bridge elements. It shall be a high strength, high modulus, fiber fabric biaxial carbon laminate that can be installed in a preformed manner, circular in nature around the pile. In order to confine and provide the shear capacity to the repair area, the wrap must provide the equivalency required for 100% stirrup section loss in a #4 bar at 1 ½" spacing over the length of the repair area noted in the chart below (see appendix). In addition, the material shall also accommodate for the loss of 20% of the vertical steel, 8 - #8 bars in a 12 ½" diameter circle with 3 ½" clear space, within the deteriorated area. The length of deficiency includes the immediate zone of deterioration, which is directly below the beam cap.

The confined tensile strength shall be 5.2 kips/ inch in the circumferential direction and 3.2 kips / inch along the height of the pile.

Stamped and signed structural calculations and drawings by a registered professional engineer must accompany the submittal. Working drawings shall detail the repair schematic, including the number of layers of wrap and required overlap of material.

Epoxy tack coat resin shall be a two component, 100% solids, high modulus, high strength structural epoxy with high tack consistency. Epoxy saturating resin shall be two component, 100% solids, high strength, high modulus, low viscosity structural epoxy. Materials shall be specifically designed for use in the FRP system.

The protective coating shall be polymer or acrylic based, and shall be resistant to UV rays.

Field Application Requirements

The material installation for these piling will be cylindrical. The material must be sturdy enough to be filled in as a stay-in-place form, with an approved mortar, as recommended by the manufacturer. This mortar will be supplied by MoDOT. When installed it shall encapsulate the concrete piling and be confined by the laminate. The existing pile is 16 inches in diameter (octagonal shaped). The diameter of the cylinder shall be approximately 1 inch larger than the smallest diameter that can circumscribe the existing column cross-section. The final in place FRP material shall be coated with the epoxy, and wrapped and secured as per the manufacturer's recommended procedures. The mortar is intended to be poured in a monolithic manner so as to fill in the cylinder and all spalled areas of the pile. These areas will be chipped to sound concrete and sandblasted prior to installation of the mortar. All facets of the installation must be in strict accordance with the guidelines as provided by the manufacturer.

Payment

Payment for the material, delivered to the jobsite, will be based on the total length of repair per pile, regardless of surface area or number of required layers of material. No final field measuring will be made in the field unless there is an increase or decrease in the deteriorated length or number of piling to be treated, as determined in the field. ***The cost of all epoxy, UV protective coating and technical expertise shall be included within the price of the material purchased.*** Payment will be made when the all systems are in place on the structure. The individual pile locations to be repaired are shown on the Appendix I table below:

APPENDIX I

Sub #	Pile #	Deficiency Length (Ft)
17	1	4
17	2	3
20	1	2
20	4	3
25	4	3
31	4	5
32	1	2
32	3	3
		TOTAL: 25 LF

** **Note:** Any additional length of wrap that is added due to convenience for the supplier, which is beyond the immediate deteriorated length of piling that is listed, will be done incidental to the plan repair length and at the expense of the vendor. Only where field observations determine the need to extend the length of pile repair will additional pay be a consideration.

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 SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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.

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 defined in 34.074 RSMo 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 as defined in 34.074 RSMo 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

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. 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.

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

Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

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

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

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

Invoicing and Payment

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

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

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

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

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

Applicable Laws and Regulations

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

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

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

c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.

2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars ($25,000.00) or more.**

c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

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

d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

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

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

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

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

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

Indemnification

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

Official Holidays

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

January I	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

b. 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.**