BID FORM

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

REQUEST NO.	5-120309FR
ISSUE DATE	February 28, 2012
PAGE NO. 1	NO. OF PAGES 9

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

2:00 PM, C.S.T., MARCH 9, 2012

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

ALL BIDS SHOULD BE EXTENDED AND TOTALED.

BUYER: FRANKIE J. RYAN **BUYER TELEPHONE:** 573-522-9481

SUPPLIES OR SERVICES					
Contract for furnishing **"INSULATED TOOL KITS".** **PLEASE SEE ATTACHED PRICING PAGES** ***VENDOR MUST SIGN AND SUBMIT THIS FORM WITH THE PRICING PAGES***			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.		

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above request for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within the time frame outlined herein.

Date: _____ **Firm Name:** _____

Telephone No.: _____ **Address:** _____

Fax No.: _____ _____

By (Signature): _____

Email: _____ **Type/Print Name** _____

Title: _____

Form E-103 (Rev. 11-04)

BID SUBMITTAL

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

Ms. Frankie Ryan, Senior Procurement Agent
Missouri Department of Transportation
General Services – Procurement & Inventory Management
830 MoDOT Drive (physical location, zip 65109)
P.O. Box 270 (mailing address, zip 65102)
Jefferson City, MO

All documents must be sealed and the outmost wrapping should be clearly marked **"Bid for Insulated Tool Kits"**.

CONTRACTUAL REQUIREMENTS

PRICES:

All prices shall be firm and fixed. The Missouri Department of Transportation (herein after referred to as Department) shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The Contractor shall not invoice federal excise tax unless otherwise required under federal law or regulation.

AWARD:

Items will be awarded on an "All or None" basis using the lowest and best principle of award. Notification of award 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.

DELIVERY

The bidder will note on the pricing page the number of calendar days from receipt of a purchase order that the kits shall be delivered to the location noted on the purchase order. Please see ***Attachment A: Anticipated Delivery Locations*** for a list of delivery locations. ***Charges for delivery shall be included in the bid price.***

COMPLIANCE WITH BID REQUIREMENTS:

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

CONTRACT PERIOD:

The original contract period shall be from date of award through March 31, 2013. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period.

PAYMENT:

Invoices, in triplicate per payment request per purchase order, should reflect the identical item as was listed on the purchase order. These invoices should include the purchase order number, date of shipment, *and a unique serial number for each item*.

Payment for all kits will be processed after all kits have been delivered and found acceptable by the Department's representative.

COOPERATIVE PROCUREMENT:

The Department is interested in assisting Missouri governmental entities in purchasing equipment, various materials and supplies that meet the Department specifications. The bidder should complete and submit ***Attachment C: Cooperative Procurement*** with the other required bid documents.

CONTRACT PRICE ESCALATION:

In the event the Contractor requests a price increase during the contract period (original contract period or contract renewal period, if applicable), 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 PERIODS:

If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.

a. ***If renewal percentages are not provided***, the prices during renewal periods shall be the same as during the original contract period.

b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.

c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

APPROVED MANUFACTURED AND BRANDED PRODUCT:

MoDOT will only accept bids on ***Klein Insulated Tools, or functional equivalent products***, as specified herein. *MoDOT will be the sole determinate on whether or not a brand offered by the Bidder will be considered a functional equivalent. MoDOT's decision on the acceptability of a particular product is final* and without recourse.

Note on Packaging: Product shall be shipped in the original OEM packaging and be clearly marked as to manufacturer, model number, quantity, brand, and all other appropriate, identifying information

NON-EXCLUSIVITY:

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

VENDOR NAME REGISTRATION:

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

ADDITIONAL DOCUMENTS TO SIGN AND SUBMIT:

The Bidder will be required to complete, sign, and submit the following documentation, in addition to the signed bid page:

- Pricing Pages: Total of 3 pages *(complete, sign and submit with bid)*
- Attachment A: Anticipated Delivery Locations
- Attachment B: Vendor Information & Preference Certification Form *(complete, sign and submit with bid)*
- Attachment C: Cooperative Procurement Agreement *(complete, sign and submit with bid)*

PRICING PAGE

Page 1 of 3

(3 pages with a total of 4 different kits)

Contract for furnishing "Insulated Tool Kits" for a **contract period beginning date of award through March 31, 2013**. This statewide bid specifies the ***Klein Insulated Tool Kits*** or functional equivalent. THE KITS MUST INCLUDE ALL ITEMS AS NOTED BELOW. Bids that are missing pricing for any listed item(s) in the kits will not be considered. See Pricing Page 3 of 3 for a **PERCENTAGE OF DISCOUNT AS PART OF THIS BID,** to be provided by the Bidder as part of his/her bid.

COMPLETE, *SIGN WHERE INDICATED ON THE PRICING PAGE*, AND SUBMIT WITH YOUR SIGNED BID FORM AND OTHER REQUIRED DOCUMENTATION.

General-Purpose Insulated 22-Piece Tool Kit *(each kit must contain each item as indicated below)*	**District**	***Estimated* # of Kits**	**Cost Per Kit**	**TOTAL**
This kit includes the following tools. For more detailed specification, click on each tool.	**Northwest**	2	$	$
9" Insulated High-Leverage Side-Cutting Pliers 2000 Series®	**Northeast**	2	$	$
8" Insulated High-Leverage Diagonal-Cutting Pliers	**Kansas City**	9	$	$
8" Insulated High-Leverage Diagonal-Cutting Pliers - Angled Head	**Central**	5	$	$
8" Insulated Heavy-Duty Long-Nose Pliers - Side-Cutting and Skinning	**St. Louis**	7	$	$
7" Insulated Heavy-Duty Diagonal-Cutting Pliers - Tapered Nose	**Southwest**	3	$	$
6" Insulated Standard Long-Nose Pliers - Side-Cutting	**Southeast**	6	$	$
7" Insulated Standard Long-Nose Pliers - Side-Cutting	**GRAND TOTAL FOR ALL KITS**			**$**
Insulated Universal Side-Cutting Pliers - Connector Crimping				
Insulated High-Leverage Cable Cutter				
10" Insulated Pump Pliers				
Insulated Wire Stripper/Cutter - 10-18 AWG Solid				
Insulated Crimping /Cutting Tool				
Insulated Cable/Lineman's Skinning Knife				
4" Insulated Cabinet-Tip – Round-Shank Screwdriver				
6" Insulated Cabinet-Tip – Round-Shank Screwdriver				
8" Insulated Cabinet-Tip – Round-Shank Screwdriver				
4" Insulated Keystone-Tip – Heavy-Duty Round-Shank Screwdriver				
6" Insulated Keystone-Tip – Heavy-Duty Round-Shank Screwdriver				
10" Insulated Keystone-Tip – Heavy-Duty Round-Shank Screwdriver				
Insulated No. 1 Phillips-Tip - Round-Shank Screwdriver				
Insulated No. 2 Phillips-Tip - Round-Shank Screwdriver				
Insulated No. 3 Phillips-Tip - Round-Shank Screwdrivers				

Manufacturer/Brand: _____

Number of Delivery Days from Receipt of Purchase Order: _____ calendar days

BIDDER'S FIRM NAME AND SIGNATURE: _____

PRICING PAGE
Page 2 of 3

Basic Insulated 8-Piece Tool Kit *(each kit must contain each item as indicated below)*	**District**	**Estimated # of Kits**	**Cost Per Kit**	**TOTAL**
This kit includes the following tools. For more detailed specification, click on each tool.	**Northwest**	0	$	$
9" Insulated High-Leverage Side-Cutting Pliers	**Northeast**	0	$	$
8" Insulated High-Leverage Diagonal Cutting Pliers	**Kansas City**	0	$	$
8" Insulated Heavy-Duty Long-Nose Pliers - Side-Cutting and Skinning	**Central**	2	$	$
6" Insulated Cabinet-Tip – Round-Shank Screwdriver	**St. Louis**	2	$	$
4" Insulated Keystone-Tip – Heavy-Duty Round-Shank Screwdriver	**Southwest**	18	$	$
Insulated No. 2 Phillips-Tip - Round-Shank Screwdriver	**Southeast**	8	$	$
Insulated High-Leverage Cable Cutter	**GRAND TOTAL FOR ALL KITS**			**$**
Insulated Wire Stripper/Cutter - 10-18 AWG Solid				

Manufacturer/Brand: _____

Number of Delivery Days from Receipt of Purchase Order: _____ calendar days

Cushion-Grip Insulated 9-Piece Screwdriver Kit *(each kit must contain each item as indicated below)*	**District**	**Estimated # of Kits**	**Cost Per Kit**	**TOTAL**
This kit includes the following tools. For more detailed specification, click on each tool.	**Northwest**	1	$	$
4" Insulated Cabinet-Tip – Round-Shank Screwdriver	**Northeast**	0	$	$
6" Insulated Cabinet-Tip – Round-Shank Screwdriver	**Kansas City**	0	$	$
8" Insulated Cabinet-Tip – Round-Shank Screwdriver	**Central**	2	$	$
4" Insulated Keystone-Tip – Heavy-Duty Round-Shank Screwdriver	**St. Louis**	2	$	$
6" Insulated Keystone-Tip – Heavy-Duty Round-Shank Screwdriver	**Southwest**	0	$	$
10" Insulated Keystone-Tip – Heavy-Duty Round-Shank Screwdriver	**Southeast**	8	$	$
Insulated No. 1 Phillips-Tip - Round-Shank Screwdriver	**GRAND TOTAL FOR ALL KITS**			**$**
Insulated No. 2 Phillips-Tip - Round-Shank Screwdriver				
Insulated No. 3 Phillips-Tip - Round-Shank Screwdrivers				

Manufacturer/Brand: _____

Number of Delivery Days from Receipt of Purchase Order: _____ calendar days

BIDDER'S FIRM NAME AND SIGNATURE: _____

PRICING PAGE

Page 3 of 3

9-Piece Nut Driver Set – Insulated, 6" shafts *(each kit must contain each item as indicated below)*	**District**	**Estimated # of Kits**	**Cost Per Kit**	**TOTAL**
This kit includes the following tools:	**Northwest**	2	$	$
3/16", ¼", 5/16", 11/32", 3/8", 7/16", ½", 9/16", 5/8"	**Northeast**	2	$	$
	Kansas City	9	$	$
	Central	5	$	$
	St. Louis	7	$	$
	Southwest	0	$	$
	Southeast	8	$	$
	GRAND TOTAL FOR ALL KITS			**$**

Manufacturer/Brand: _____

Number of Delivery Days from Receipt of Purchase Order: _____ calendar days

BIDDER'S FIRM NAME AND SIGNATURE: _____

Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

3rd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

NOTE ON CURRENT LIST PRICE DISCOUNT:

In the event the Department determines that a tool from a specified kit will need to be replaced (providing the tool is not covered by the manufacturer's warranty period), the Contractor will be required to offer all such replacement tools to the Department with the below listed discount. This is a minimum, guaranteed discount. MoDOT reserves the right to discuss additional discounts based on the quantity of any products purchased from the Contractor's catalog:

_____ % Discount off of the Manufacturer's Current Catalog List Price.

Bidder should provide a percentage of discount as part of this bid, ***EVEN IF THAT DISCOUNT IS 0%.*** However, the Bidder is cautioned that the determination of lowest, responsive bids will not include an evaluation of the discount offered.

NOTE ON AWARD: For the purposes of this bid, items will be awarded ***"All or None" for each type of tool kit indicated on the pricing pages.*** Bidder **must bid on all items listed** in each kit in order to be considered for award of that kit. Notification of award 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.

NOTE ON QUANTITIES: The quantities shown *are estimated* for the period specified. MoDOT reserves the right to increase or decrease the quantity as needed during this time.

ATTACHMENT A

Anticipated Delivery Locations

All prices must include completed delivery to any of the below listed delivery destinations.

Missouri Department of Transportation
Northwest District
St. Joseph, Missouri 64506

Missouri Department of Transportation
St. Louis District
Ballwin, Missouri 63021

Missouri Department of Transportation
Northeast District
Macon, Missouri 63552

Missouri Department of Transportation
Southwest District
Joplin, Missouri 64804

Missouri Department of Transportation
Northeast District
Hannibal, Missouri 63401

Missouri Department of Transportation
Southwest District
Springfield, Missouri 65804

Missouri Department of Transportation
Kansas City District
Lee Summit Missouri 64064

Missouri Department of Transportation
Southeast District
Willow Springs, Missouri 65793

Missouri Department of Transportation
Central District
Jefferson City, Missouri 65101

Missouri Department of Transportation
Southeast District
Sikeston, Missouri 63801

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ATTACHMENT B

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:

M/WBE Name	Percentage of Contract	M/WBE Certifying Agency

*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

ATTACHMENT C

COOPERATIVE PROCUREMENT

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

Each bidder is asked to indicate below whether they would be willing to offer KENWOOD MOBILE RADIO UNITS listed herein the attached bid documents 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 political entities/agencies. It is further understood the price is based on the radio units meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the Contractor.

INDICATE BELOW WHETHER YOUR COMPANY IS WILLING TO OFFER SUCH COOPERATIVE PURCHASING FOR MISSOURI COUNTIES, CITIES OR OTHER POLITICAL ENTITIES.

YES _____ ***NO*** _____

Indicate the last deadline date that orders will be accepted: _____

COMPANY NAME: ___ _____

ADDRESS: _____

PHONE NUMBER _____

PRINTED NAME _____

SIGNATURE _____

TITLE _____

DATE _____

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.

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.

Delivery – Additional Requirements

1) It will be necessary for a representative of the Missouri Department of Transportation to be present when the commodities are delivered.
2) No products will be accepted that have been delivered in the absence of the department's representative.
   a. Unless otherwise specified in the proposal, no deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by MoDOT.
   b. 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

   c. 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 Saturday, the holiday will be observed on the prior Friday.