

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	2-101216AS		
DATE	December 1, 2010		
PAGE NO.	1	NO. OF PAGES	23

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

10:00 AM, CST, December 16, 2010

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

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

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Per District Purchase Orders

BUYER:	Angela Sutton, Procurement Agent	BUYER TELEPHONE:	(573) 526-7929
BUYER EMAIL:	Angela.Sutton@modot.mo.gov		

SUPPLIES OR SERVICES

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide **Degreasers and Cleaning Compounds**. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

*****NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

**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 bid documents will result in delaying the contract award.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation 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 bid within 15 days after receipt of formal purchase order.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	Type/Print Name _____
	Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Degreasers and Cleaning Compounds

Request No. 2-101216AS

1. Introduction

- 1.1 This solicitation seeks bids from qualified organizations to provide Degreasers and Cleaning Compounds throughout the state of Missouri with an effective contract period of January 1, 2011 through December 31, 2011 with two (2) one-year renewal option period to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).
- a. Renewal Period - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall remain the same. The contractor shall understand and agree MHTC does not automatically grant a price increase at the time of renewing the contract. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
 - b. Escalation Clause - In the event the contractor requests a price increase during the original or 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 for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

2. Quantities

- 2.1 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.

3. Delivery

- 3.1 The contractor shall deliver Degreasers and Cleaning Compounds, as specified herein, to all MoDOT districts located throughout the state as identified by each purchase order.
- 3.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 3.3 Deliveries must be within fifteen (15) days after receipt of purchase order.
- 3.4 In the event the vendor does not expect to meet the contract delivery date and time requirements, the ordering district should be notified of the delay.

4. Specifications

- 4.1 This bid is for the following products; Liquid steam cleaning and pressure spraying compounds, Pre-soak degreasers, Wettable powder steam cleaning compounds, Part washer fluid and Asphalt Removers.
- 4.2 The above products shall conform to the enclosed MoDOT specification designated as MGS-94-08G and any other provisions outlined in the solicitation document.
- 4.3 All of the above products must be listed on the Approved Products List in Field Section 2060T1.
- 4.4 The bidder should submit with their bid a copy of the manufacturer's product data and Material Safety Data Sheets.
- 4.5 MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or any destination, which shall be at the discretion of MoDOT.

**MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Degreasers and Cleaning Compounds**

Request No. 2-101216AS

5. Invoicing and Payment Requirements

- 5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

6. Bid Submission

- 6.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 a.m., CST, December 16, 2010.**

RFB Coordinator:

**Ms. Angela Sutton, Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive; Jefferson City, MO 65109
P.O. Box 270; Jefferson City, MO 65102
PHONE: (573) 526-7929; FAX:(573) 526-1218
EMAIL: Angela.Sutton@modot.mo.gov (Questions Only)**

- 6.2 All bids must be received in a sealed package clearly marked “**Degreasers and Cleaning Compounds**”.
- 6.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 6.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid on an item-by-item basis per district.
- 6.5 In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- 6.6 **Open Competition/Request for Bid Document**
 - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.



CLEANING COMPOUND MGS-94-08G

1.0 DESCRIPTION. This specification covers cleaning compounds, parts washer fluids and asphalt removers.

2.0 MATERIALS. All products shall be available in 1 gallon or larger containers and shall be provided in the quantity established in the purchase order.

2.1 CLEANING COMPOUNDS. Cleaning compounds include degreasers, wettable powder steam cleaning compounds, and liquid steam cleaning compounds to be used with a pressure sprayer or a steam cleaner. Cleaning compounds shall be water-based compounds designed to remove dirt, grease, tar, asphalt and oil from automobiles, trucks, and machinery.

2.1.1 Cleaning compounds shall be nonflammable, biodegradable, shall not be harmful to glass, paint or metal, and shall be formulated to be diluted with water at a maximum rate of 2 ounces per gallon (1:64) (16 ml per Liter) of water for standard use. No other diluents shall be required or allowed for use.

2.2 PARTS WASHER FLUID. Parts washer fluid shall be designed to remove dirt, grease, tar, asphalt, oil, and other substances from various items.

2.2.1 The fluid shall not be harmful to glass, paint, or metal surfaces. The fluid shall not require dilution for use.

2.3 ASPHALT REMOVERS. Asphalt removers shall be designed to remove tar, asphalt, oil, and other substances from machinery and tools.

2.3.1 The remover shall be biodegradable and shall not be harmful to glass, paint, or metal surfaces. The remover shall not require dilution for use. When used as directed, the asphalt remover shall not be listed as a hazardous waste or meet any criteria for determining a hazardous waste as defined in U.S. EPA regulation 40 CFR Part 261 except that 40 CFR Part 261.21 (Characteristics of Ignitability) shall not apply.

2.4 LABELING.

2.4.1 CLEANING COMPOUNDS. The containers for cleaning compound shall have affixed a label indicating the company and product name and clearly detailing the recommended dilution rates for standard and heavy duty cleaning.

2.4.2 PARTS WASHER FLUID AND ASPHALT REMOVERS. The containers for parts washer fluid and asphalt remover shall have affixed a label indicating the company and product name and any pertinent handling instructions.

3.0 ORDERING INFORMATION. The quantity of material and size of containers be in accordance with the order.

4.0 BRAND NAME QUALIFICATION. No bids will be accepted if the manufacturer and brand name of the cleaning compound, parts washer fluid, or asphalt remover have

not been added to the qualified list. Inclusion on the qualified list may be based on documentation review, satisfactory test results, satisfactory field trial results, and compliance with this specification. Qualification determination will be at the standard dilution rate indicated on both the product label and the product literature.

4.1 A list of qualified brands is maintained in FS-2060 of the Materials Manual. To be considered for qualification, the manufacturer shall submit to Construction-Materials, PO Box 270, Jefferson City, MO 65102, a one gallon (four liter) sample of liquid compounds or a ten pound (5 Kg) sample of powdered compound. All samples shall be accompanied by a copy of the manufacturer's data sheet, handling and use instructions, the required certifications and a material safety data sheet. Submittals that do not have all required documentation will not be considered.

4.1.1 For cleaning compounds, the data sheet shall show the recommended dilution rates for standard and for heavy duty cleaning.

4.1.2 For parts washer fluid, the data sheet shall include recommended handling procedures.

4.1.3 For asphalt removers, the data sheet shall include recommended handling procedures. The manufacturer shall include with the product data, a manufacturer's guarantee stating that the product when used as directed, is not listed as a hazardous waste and does not meet any criteria for determining a hazardous waste as defined in U.S. EPA regulation 40 CFR Part 261, except that 40 CFR Part 261.21 (Characteristics of Ignitability) shall not apply.

4.2 If approved, the brand and manufacturer name and the acceptable dilution rate (if appropriate) will be added to the Qualified List for the correct application.

5.0 DISQUALIFICATION. If, through the course of field use, it is determined that the product does not perform satisfactorily or does not comply with any part of this specification, the material may be subject to removal from the qualified list and no subsequent purchase will be allowed.

6.0 BID INFORMATION. The bidder shall submit with the bid a copy of the manufacturer's product data and a Material Safety Data Sheet. For cleaning compounds as defined in Sec 2.1 of this specification, the manufacturers data sheet shall include the recommended dilution rate for normal use.

6.1 The bidder is advised that the maximum dilution rate allowed is 2 ounces per gallon (16 ml per Liter) for cleaning compounds as defined in Sec 2.1 of this specification. Lower dilution rates will be accepted, however, no adjustments will be made to the unit bid price to determine the lowest bidder. The product data and product label must show dilution rate in accordance with this specification.

7.0 CERTIFICATION. The manufacturer shall supply a certification stating that the material meets the requirements of these specifications, that all compound that is to be provided will be the same material as that submitted for qualification and that the material is not harmful to glass, paint, or metal surfaces. Certification for cleaning compounds as defined in Sec. 2.1 or Sec 2.3 of this specification shall include the



statement that the product is biodegradable. Asphalt removers shall not be listed as a hazardous waste or meet any criteria for determining a hazardous waste as defined in U.S. EPA regulation 40 CFR Part 261 except that 40 CFR Part 261.21 (Characteristics of Ignitability) shall not apply. Certification for asphalt removers shall also include a copy of the manufacturer's guarantee statement. All certifications shall be signed by an authorized representative of the manufacturer and shall be notarized. The certification shall be accompanied by product use and handling instructions. In addition, the certification shall accompany the shipment to the destination set forth in the purchase order.

8.0 ACCEPTANCE. Material governed by this specification will be accepted based upon receipt of the required certification, any sampling and testing deemed necessary by the department, complete compliance with this specification, and upon satisfactory field performance.



**QUALIFIED CLEANING COMPOUNDS
FIELD SECTION 2060T1
(2060CLCP)**

The following Brand Names and Manufacturers have been determined to meet the requirements of MGS 94-08 and have been given approval subject to acceptable field performance.

LIQUID STEAM CLEANING AND PRESSURE SPRAYING COMPOUNDS

<u>Product</u>	<u>Manufacturer</u>
Exterior Bus Wash (5/04)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147
Formula 800 H.S. (5/04)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147
Grrr (11/04)	Certified Laboratories P.O. Box 2493 Fort Worth, TX 76113
K-Kleen 115 (8/03)	CK Enterprises, Inc. 463 SE Oldham Parkway Lee's Summit, MO 64081
MoDOT Supreme Vehicle Wash (10/10)	CK Enterprises, Inc. 1204 SW Jefferson Lee's Summit, MO 64063
PCC-702 (10/10)	Detco Industries, Inc. PO Box 430 Conway, AR 72033
Power Gloss (11/04)	Certified Laboratories P.O. Box 2493 Fort Worth, TX 76113
Zep T'N'T (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146
Zep Formula 50 (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146
Zep Car and Truck Touch Free Detergent (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146



**QUALIFIED CLEANING COMPOUNDS
FIELD SECTION 2060T1 (CONTINUED)
(2060CLCP)**

PRE-SOAK DEGREASERS

<u>Product</u>	<u>Manufacturer</u>
Bear (Mix Ratio 1:25 and 1:50) (01/10)	Ultra-Chem., Inc. 8043 Flint Lenexa, KS 66214
BioSpan MG Degreaser (8/03)	BioSpan Technologies 6540 Meyer Drive Washington, MO 63090
BioRem – 2000 (8/09)	Clift Industries PO Box 67153 Charolette, NC 28226
BioSpan Alkaline Cleaner (8/03)	BioSpan Technologies 6540 Meyer Drive Washington, MO 63090
BioSpan Neutral Cleaner Concentrate (8/03)	BioSpan Technologies 6540 Meyer Drive Washington, MO 63090
Blast Off (12/08)	Navy Brand Mfg. Company 3670 Scarlet Oak Blvd. St. Louis, MO 63122
Buckeye Shopmaster	Buckeye Internationals INC. 2700 Wagner Place Maryland Heights, MO 63043
Bull Pen 2X (5/04)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147
Citrus Graffiti Remover & Degreaser (7/09)	Detco Industries PO Box 430 Conway, AR 72033



**QUALIFIED CLEANING COMPOUNDS
FIELD SECTION 2060T1 (CONTINUED)
(2060CLCP)**

PRE-SOAK DEGREASERS CONT.

Dyna Degreaser (5/10)	CK Enterprises, Inc. 1204 SW Jefferson Lee's Summit, MO 64063
Envir Solv WR (5/08)	Area Distributers, Inc. 218 Vermont Quincy, IL 62301
NB Citrus Degreaser (12/08)	Navy Brand Mfg. Company 3670 Scarlet Oak Blvd. St. Louis, MO 63122
Orange Plunge (12/08)	Navy Brand Mfg. Company 3670 Scarlet Oak Blvd. St. Louis, MO 63122
Prime (8/03)	C K Enterprises, Inc. 463 SE Oldham Parkway Lee's Summit, MO 64081
Purple Heat (8/04)	Momar, Inc. 1830 Ellsworth Industrial Atlanta, GA 30318
Safe-n-Kleen (5/04)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147
SC-7 (12/08)	Navy Brand Mfg. Company 3670 Scarlet Oak Blvd. St. Louis, MO 63122
Zep Formula 940 (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146



**QUALIFIED CLEANING COMPOUNDS
FIELD SECTION 2060T1 (CONTINUED)
(2060CLCP)**

WETTABLE POWDER STEAM CLEANING COMPOUNDS

<u>Product</u>	<u>Manufacturer</u>
Zep Formula 4358 (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146
VW-44 (8/03)	C K Enterprises, Inc. 463 SE Oldham Parkway Lee's Summit, MO 64081
Fleet Wash P (5/04)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147

PART WASHER FLUID (for use only through Part Washers)

<u>Product</u>	<u>Manufacturer</u>
Ammo (8/04)	Momar, Inc. 1830 Ellsworth Industrial Atlanta, GA 30318
Base 2 (1/04)	BioSpan Technologies 6540 Meyer Drive Washington, MO 63090
C K Solvent (8/03)	C K Enterprises, Inc. 463 SE Oldham Parkway Lee's Summit, MO 64081
Kustom (11/04)	Certified Laboratories P.O. Box 2493 Fort Worth, TX 76113
Kustom 221 (11/04)	Certified Laboratories P.O. Box 2493 Fort Worth, TX 76113
Part Washer Solvent (5/04)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147



**QUALIFIED CLEANING COMPOUNDS
FIELD SECTION 2060T1 (CONTINUED)
(2060CLCP)**

PART WASHER FLUID (for use only through Part Washers) cont.

Tekusolv II Red	Certified Laboratories P.O. Box 2493 Fort Worth, TX 76113
Zep Dyna 143 (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146

ASPHALT REMOVERS

<u>Product</u>	<u>Manufacturer</u>
Agri-Sol (8/04)	Momar, Inc. 1830 Ellsworth Industrial Atlanta, GA 30318
BioSpan AR3600 (8/03)	BioSpan Technologies 6540 Meyer Drive Washington, MO 63090
Bio Cling (7/09)	BioSystems, Inc. PO Box 464 Fort Collins, CO 80522
Bio-Klean (10/10)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147
Bio Pro	BioSystems, Inc. PO Box 464 Fort Collins, CO 80522
Bio Pro HF	BioSystems, Inc. PO Box 464 Fort Collins, CO 80522
Citra-Solv Tar and Asphalt Remover (8/03)	Jaco Industrial Supply, Inc P.O. Box 3307 Victoria, TX 77903
Citrasolve-W (11/04)	PG & E Supply, Inc. P.O. Box 218807 Houston, TX 77218



**QUALIFIED CLEANING COMPOUNDS
FIELD SECTION 2060T1 (CONTINUED)
(2060CLCP)**

ASPHALT REMOVERS CONT.

Creamy Citrus Klaw (11/04)	Certified Laboratories P.O. Box 2493 Fort Worth, TX 76113
Orange Oil (5/04)	Faulkenberry Chemical P.O. Box 136 Paragould, AR 72451
Cut Thru Ed (11/04)	Certified Laboratories P.O. Box 2493 Fort Worth, TX 76113
Harvest Gold (02/09)	United Laboratories, Inc. 320 37 th Avenue St. Charles, IL 60174
Grrreat Grape (8/04)	Momar, Inc. 1830 Ellsworth Industrial Atlanta, GA 30318
MARK 41S (1/08)	Mid American Research Chemical 401 Kristi Lane Ashland MO 65010
Nature Solv (10/10)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147
NPS (Non Petroleum Solvent) (8/03)	Meyer Laboratory 2401 West Jefferson Blue Springs, MO 64015
Oil Vanisher (8/09)	Clift Industries PO Box 67153 Charolette, NC 28226
Realeze (10/10)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147
Rhoma-Sol (8/03)	Rhomar Industries, Inc. 2107 E. Rockhurst Springfield, MO 65802



**QUALIFIED CLEANING COMPOUNDS
FIELD SECTION 2060T1 (CONTINUED)
(2060CLCP)**

ASPHALT REMOVERS CONT.

Sun Solv (5/04)	Interchem, Inc. 3501 N. Broadway St. Louis, MO 63147
Super Orange Gel (11/04)	Mid-American Research Chemical Corp. P.O. Box 927 Columbus, NE 68602-0927
U-670 Tiger Citrus Cleaner (8/03)	Universal Inc. 32 Progress Parkway Maryland Heights, MO 63043
Tuff Stuff (12/08)	Continental Research Corp. PO Box 15204 St. Louis, MO 63110
Zep Big Orange (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146
Zep Big Orange E (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146
Zep Orange Gel Degreaser (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146
Zep Orange Response (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146
Zep Citrus Cleaner (8/03)	Zep Mfg. Co. 2285 Grissom Dr. St. Louis MO, 63146



**MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Degreasers and Cleaning Compounds**

Request No. 2-101216AS

PRICING PAGE

The bidder shall provide firm, fixed prices for the products your company can provide to the districts you service. Prices for all liquids should be priced by the gallon. Prices for all powders should be priced by the pound.

Item	D1	D2	D3	D4	D5	D6	D7	D8	D9	D10
Liquid Steam Cleaning & Pressure Spraying Compounds										
Grrr	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
K-Kleen 115	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Power Gloss	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep T'N'T	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Formula 50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Car & Truck Touch Free Detergent	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Exterior Bus Wash	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Formula 800 H.S.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
MoDOT Supreme Vehicle Wash	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PCC-702	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pre-Soak Degreasers										
BioSpan MG Degreaser	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BioSpan Alkaline Cleaner	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BioSpan Neutral Cleaner Concentrate	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Buckeye Shopmaster	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Bull Pen 2X	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Envir Solv WR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Prime	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purple Heat	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Safe-n-Kleen	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Formula 940	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Bear	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Degreasers and Cleaning Compounds**

Request No. 2-101216AS

Item	D1	D2	D3	D4	D5	D6	D7	D8	D9	D10
Pre-Soak Degreasers (Continued)										
BioRem - 2000	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Blast Off	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Citrus Graffiti Remover & Degreaser	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Dyna Degreaser	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NB Citrus Degreaser	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Orange Plunge	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
SC-7	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Wetable Powder Steam Cleaning Compounds										
Zep Formula 4358	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
VW-44	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Fleet Wash P	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Part Washer Fluid (for use only through Part Washers)										
Ammo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Base 2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
C K Solvent	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Kustom	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Kustom 221	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Part Washer Solvent	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tekusolv II Red	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Dyna 143	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Asphalt Removers										
Agri-Sol	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BioSpan AR3600	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Citra-Solv Tar & Asphalt Remover	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Citrasolve-W	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Creamy Citrus Klaw	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Orange Oil	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cut Thru Ed	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Degreasers and Cleaning Compounds**

Request No. 2-101216AS

Item	D1	D2	D3	D4	D5	D6	D7	D8	D9	D10
Asphalt Removers (Continued)										
Grrreat Grape	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
MARK 41S	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NPS (Non Petroleum Solvent)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rhoma-Sol	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sun Solv	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Super Orange Gel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
U-670 Tiger Citrus Cleaner	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Big Orange	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Big Orange E	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Orange Gel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Orange Response	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zep Citrus Cleaner	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tuff Stuff	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Bio Cling	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Bio-Klean	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Bio Pro	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Bio Pro HF	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Harvest Gold	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Nature Solv	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Oil Vanisher	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Realeze	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

RENEWAL INFORMATION - In the event MHTC exercises its options to renew the contract for two (2) additional one-year period pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or maximum percentages of decrease for each renewal period. The Bidder is cautioned the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised the MHTC does not automatically grant increases at the time of renewing the contract and if an increase is requested, documentation of need must be provided at the time of renewal.

First Renewal Period _____% of maximum increase or _____% of maximum decrease
Second Renewal Period _____% of maximum increase or _____% of maximum decrease

Signature: _____ Title: _____

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 DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Degreasers and Cleaning Compounds

Request No. 2-101216AS

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. 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 **Degreasers and Cleaning Compounds** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

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

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

YES _____

NO _____

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

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections and submit with their bid.)

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. 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

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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

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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.