



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

**REQUEST FOR QUOTATION**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE:  <b>AUGUST 18, 2010</b>	<b>QUOTE DUE BY (DATE AND TIME):</b>  <b>AUGUST 24, 2010 (1:00 PM CDST)</b>  FAX BACK TO: (573) 526-6796	F.O.B. REQUIREMENTS:  <b>FOB ORIGIN</b>
CONTRACT PERIOD:  <b>SEPTEMBER 1, 2010 THROUGH AUGUST 30, 2011.</b>	<b>QUOTATION #:</b>  <b>D5-11-006Q</b>  THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME:  <b>SHELDON REDEL</b>  PHONE NUMBER: <b>573-751-7708</b> FAX NUMBER: <b>573-526-6796</b>
District Mailing Address:  MODOT – District 5 General Services 1511 Missouri Blvd Jefferson City, MO 65102	<b>PICKUP LOCATIONS:</b>  Missouri Department of Transportation – District 5 Maintenance Buildings Refer to the address/location cross-reference listing included at the end of this document (this list is subject to change).	

The Missouri Department of Transportation (MoDOT) is requesting bids from vendors for supplying the Central District (District 5) with used oil pickup services at our various facilities. **Please provide, in the space below the amount, per gallon, your company will pay MoDOT for used oil when picking it up from any MoDOT District 5 location:**

Unit of Measure	Description	Unit Price
Gallon	Used Oil	\$ _____

The vendor's response to this Request For Quote should include the following:  
 No final award will be made until all documents are received.

1. A copy of the vendor's transport license from the Missouri Department of Natural Resources. A copy shall be carried in the vendor's vehicle when picking up and hauling MoDOT used oil.
2. A copy of the vendor's Environmental Protection Agency identification number.
3. A copy of the vendor's certificate of insurance showing, as a minimum, the coverage's outlined below:

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. **Unless otherwise specified,**

**insurance limits shall be as follows:**

1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
2. Public Liability (includes property damage and personal injury):
  - a. Not less than **\$500,000** each individual per accident or occurrence.
  - b. Not less than **\$3,000,000** each accident or occurrence.
3. Special Hazard Insurance: As required.

The successful vendor shall give at least 24 hours advance notice to the facility supervisor prior to each pickup. Pickups will only be made between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday, unless other arrangements are made with and are acceptable to the supervisors of the individual facilities. No pickups will be made on Saturdays, Sundays or observed state holidays. NOTE: On a seasonal basis, some facilities work four 10-hour shifts and are closed on Fridays. In these instances, no pickups will be made on Friday's.

Under any bids submitted, the vendor shall recycle and/or dispose of used oil removed from any MoDOT District 5 facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used oil picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall pump used oil out of MoDOT's barrels and bulk storage tanks. The vendor shall transport used oil removed from any MoDOT facility in a manner compliant with all applicable state, federal, or local laws. The vendor will be responsible for the complete cleanup of any spills occurring during pickup, transfer, or transport operations. The vendor shall notify MoDOT District 5 of the recycling center and/or disposal center, if any, which shall be used. A pump ticket verifying the gallons picked up shall be provided and signed by the vendor's representative and a MoDOT representative from the originating facility. One copy of the pump ticket shall be left with the MoDOT representative at the facility and a second copy should be included with the payment for the used oil. Checks should be made payable to the "Director of Revenue – Credit Road Fund" and submitted to the District 5 Business and Benefits office at the district mailing address shown.

*All vendors must be House Bill 600 compliant Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.*

*Awarded vendor must also be in Good Standing with the Secretary of State's Office. Their phone number is (573) 751-4936.*

**VENDOR INFORMATION**

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):		
	Phone #:		
	Cellular #:		
Email Address:	Fax #:		
Printed Name and Title of Responsible Officer or Employee:	Signature:		
Is your company registered/certified with the State of Missouri as a (please circle):			
	MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO
	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?		YES	NO

**INDEMNIFICATION:** The bidder shall be responsible for injury of damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the bidder on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the bidders performance under this Agreement, the bidder assumes the obligation to save harmless the Commission including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The bidder also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the bidder for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

**AWARD:** Award will be made based the bidder who offers the highest price per gallon.

**All responses to this Request for Quote MUST be submitted on this form.**

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 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:

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**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 DEPARTMENT OF TRANSPORTATION (MoDOT)

## District 5

### Maintenance Building Address/Location Cross-Reference Listing

Facility	County	Address	Physical Location
Boonville	Cooper	16803 Hwy 5 Boonville MO 65233	Rte. 5, 0.3 Mile South of I-70
Blackwater	Cooper	3695 Hwy M Blackwater MO 65322	I-70 at Route K
Jamestown	Moniteau	Route 1 Box 1355 Jamestown MO 65046	Jct. 87 and Rte. AA
Hughesville	Pettis	Route 1 Box 45 B Hughesville MO 65334	Rte. 65 at Rte. D
Sedalia	Pettis	2200 South Limit Sedalia MO 65301	Rte. 65, 1.0 Mile South of Rte. 50
Warsaw	Benton	Rte. 6 Box 255 Jct. Rte. 7 N & US65 Warsaw MO 65355	Rte. 65, Outer Road & Rte. 7 (N. Jct.)
Cole Camp	Benton	Rte. 1 Box 69-2 Cole Camp MO 65325	Rte. 52, 1.0 Mile West of Rte. U
Columbia	Boone	4201 Paris Rd. Columbia MO 65201	
Hallsville	Boone	4221 Hwy 124 Hallsville MO 65255	Rte. 124, 1.5 Miles West of Rte. U
Harrisburg	Boone	7370 Hwy 124 Harrisburg MO 65256	Junction E and Rte. 124
Rocheport	Boone	1400 North Rte. J Rocheport MO 65279	Rte. J at I-70
Ashland	Boone	815 East Broadway Ashland MO 65010	Rte. Y 0.25 Mile East of Rte. 63
Fulton	Callaway	4975 County Rd 304 Fulton MO 65251	Rte. F., 0.2 Mile West of Rte. 54
Auxvasse	Callaway	6510 State Rd E Auxvasse MO 65231	Rte. E, 0.1 Mile West of Rte. 54
Mokane	Callaway	10165 State Rd C Mokane MO 65059	Rte. C, 1.5 Miles North of Rte. 94
New Bloomfield	Callaway	2625 Meadow Lake Dr. New Bloomfield MO 65063	Meadow Lake Dr., 0.1 Mile West of Rte. AE
Camdenton	Camden	PO Box 1377, Lake Rd. 589 Camdenton MO 65020	0.75 Mile East of Rte. 5, 2.0 Miles North of Rte. 54
Montreal	Camden	Rte. 1 Box 20 Montreal MO 65591	Rte. E, 0.75 Mile North of Rte. 7
Osage Beach	Miller	749 Hwy 42 Lake Ozark MO 65049	Rte. 42, 0.5 Mile East of Rte. 54
Iberia	Miller	Rte. 1 Box 668 Iberia MO 65486	Rte. 42, .75 Mile East of Rte. 17
Eldon	Miller	30 Highway Y Eldon MO 65026	Rte. Y, 0.5 Mile West of Rte. 52
California	Moniteau	Box 801 Hwy 50 West California MO 65018	Rte. 50, 0.4 Mile West of Rte. 87
Stover	Morgan	304 S. Hickory Stover 65078	Rte. 135, 0.5 Mile South of Rte. 52
Versailles	Morgan	1031 Jefferson Street Versailles MO 65084	Rte. 52, 1.5 Miles West of Rte. E
Tipton	Morgan	Rte. 50 Rte. 2 Box 52 B Tipton MO 65081	Rte. 50, 0.4 Mile East of Rte. 5 (North)
Jefferson City	Cole	5607 Red Eagle Drive Jefferson City MO 65109	BR 50, 1.5 Mile East of Rte. 179
Brazito	Cole	9822 Pleasant Hill Rd. Jefferson City MO 65109	Rte. 54 at Junction E
Vienna	Maries	North Hwy 63 HC 71 Box 13 A Vienna MO 65582	Rte. 63, 0.2 Mile North of Rte. 42
Meta	Osage	HCR 65 Box 203 Meta MO 65058	Rte. 133, 0.5 Mile North of Rte. P
Owensville	Gasconade	402 Spring Street Owensville MO 65066	Rte. 19, 0.3 Mile South of Rte. 28
Linn	Osage	1201 East Main Linn MO 65051	Rte. 50, 0.3 Mile West of Rte. 89
Drake	Gasconade	Rte. 50, RR 1 Box 63 H Owensville MO 65066	Rte. 50, 0.1 Mile South of Junction 19 North
Chamois	Osage	RR 1 Box 39A Chamois MO 65024	Rte. 100, 0.5 Mile East of Rte. 89

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**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

**GENERAL TERMS AND CONDITIONS**

**General Performance**

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

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- 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 (6<sup>th</sup>) 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 of 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.