

BID FORM MISSOURI DEPARTMENT OF TRANSPORTATION
 GENERAL SERVICES
 910 SPRINGFIELD ROAD
 WILLOW SPRINGS, MO 65793

REQUEST NO.	D9081182R9
DATE	1/11/07
PAGE NO.	1
NO. OF PAGES	20

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

 10:00 AM CST – January 25, 2008

 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
 See attachment
 for destinations.

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS MUST BE EXTENDED AND TOTALED.**

BUYER: Carmella Green **BUYER TELEPHONE:** 417-469-6253

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Price agreement for bulk oil products beginning February 1, 2008 and ending January 31, 2009. This bid is to establish a fixed price contract on all subsequent orders that will be placed on an as needed basis. See Scope of Work. See attachments for locations, quantities and specifications. Product specifications must be included with bid.					

(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 quoted within _____ days after receipt of formal purchase order.

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

SCOPE OF WORK:

Supply 50W premium heavy duty oil, 15/40 motor oil, hydraulic oil and dexron in bulk; 75/90 100% synthetic gear oil and 85/140 weight oil in drums; lithium complex grease in drums and cartridges to the buildings stated below at the prices set out herein in accordance with the terms, conditions, and specifications of proposal. Oil analysis shall be provided upon request regarding lubricant performance and presence of wear materials.

CONTRACT PERIOD:

The contract period will be **twelve consecutive months starting February 1, 2008 and ending January 31, 2009**, with an option for two (2) additional twelve-month extension periods, provided both parties agree to its continuance.

Prices quoted are to remain **firm** for the period of the contract.

DELIVERY REQUIREMENTS:

The contract will require the supplier to top off the building tanks at least once a month, if needed, on a scheduled basis and delivery within two (2) working days in case of emergencies. The 2.5-gallon containers of Dexron, 50W, drums of grease, gear oil, and cartridges shall be delivered upon request. Some storage tanks will be located in the balconies of the buildings while others will be located on ground floor. Contractor must be capable of pumping the oil to an elevation of 25-50 feet and supply their own quick couplers. The contractor will also be responsible for all clean ups on over filled tanks. A schedule must be supplied listing the date and time for each monthly delivery and verbal delivery confirmation will need to be made 24 hours prior to each shipment. Payment will be made monthly from meter readings. Contractor must supply a copy of certification by Weights and Measures on the pump meter during the past six months.

QUANTITIES:

It is understood that the quantities shown below are estimated requirements for the twelve-month period of the contract and that these quantities may be increased or decreased during the contract period. Any requirement in excess of the estimated quantities shown below shall be supplied at the same quoted unit price during the contract period.

Estimated yearly district usage for 50W Premium Heavy Duty Oil	100 Gallons
Estimated yearly district usage for 75/90W 100% Synthetic Gear Oil	22 - 120 Lb Drums

Delivery Locations	Estimated Yearly Usage	
Van Buren - Carter Co. HCR 1 Box 99 US 60 (2 mi East of Rt. C)	15/40 Motor Oil	300 Gallons
	Hyd. Oil	150 Gallons
	Dexron	
	85/140 Grease	(1) 120 Lb Drum
	Lithium Grease	(2) 120 Lb Drum
	Lithium Grease	50 Cartridges

Ellsinore - Carter Co.
Rt 2 Box 2198
US 60 at Rt. 21(East Jct.)

15/40 Motor Oil 165 Gallons
Hyd. Oil 110 Gallons
Dexron 10 Gallons
85/140 Grease (1) 120 Lb Drum
Lithium Grease (1) 120 Lb Drum

Cuba - Crawford Co.
7149 Old Hwy 66
Old Rt. 66
(.25 mile West Rt. WW)

15/40 Motor Oil 550 Gallons
Hyd. Oil 200 Gallons
Dexron 55 Gallons
85/140 Grease (3) 120 Lb Drum
Lithium Grease (1) 120 Lb Drum

Steelville - Crawford Co.
Rt. 8
(.5 mi East Jct. Rt. 19)

15/40 Motor Oil 75 Gallons
Hyd. Oil 50 Gallons
Dexron (4) 2.5 Gal Containers
85/140 Grease (1) 120 Lb Drum
Lithium Grease (1) 120 Lb Drum

Salem - Dent Co.
Rt. 19 at Truman Ave.
(.5 mi South of Rt. 32)

15/40 Motor Oil 225 Gallons
Hyd. Oil 300 Gallons
Dexron 55 Gallons
85/140 Grease (1) 120 Lb Drum
Lithium Grease (1) 120 Lb Drum

Bunker - Dent Co.
Rt. A
(.2 mi West of Rt. 72)

15/40 Motor Oil 75 Gallons
Hyd. Oil 25 Gallons
Dexron (7) 2.5 Gal Containers
85/140 Grease (1) 120 Lb Drum

Willow Springs Garage
Howell County
3956 E. Main

15/40 Motor Oil 200 Gallons
Hyd. Oil 100 Gallons
Dexron 100 Gallons
85/140 Grease (3) 120 Lb Drum
Lithium Grease 24 Cartridges

Willow Springs Service Station
Howell County
3956 E. Main

15/40 Motor Oil 500 Gallons
Hyd. Oil
Dexron 20 Gallons

Willow Springs Maint. Bldg.
Howell County
3952 N. Frontage Road

15/40 Motor Oil 300 Gallons
Hyd. Oil 300 Gallons
Dexron (40) 2.5 Gal Containers
85/140 Grease (1) 120 Lb Drum
Lithium Grease (1) 120 Lb Drum
Lithium Grease 200 Cartridges

Willow Springs Sign Shop
Howell County
3952 E Main

15/40 Motor Oil 100 Gallons
Hyd. Oil 50 Gallons
Dexron 2.5 Gal Container
85/140 Grease
Lithium Grease (1) 120 Lb Drum

Willow Springs Spec. Crew Howell County 3952 E. Main	15/40 Motor Oil Dexron Lithium Grease	75 Gallons 2.5 Gal Container 50 Cartridges
Mountain View - Howell Co. US 60 (.2 mi East Rt. 17)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease Lithium Grease Lithium Grease	165 Gallons 110 Gallons (12) 2.5 Gal Containers (1) 120 Lb Drum (1) 120 Lb Drum 50 Cartridges
West Plains - Howell Co. 1287 CR 8690 (63 Bypass 0.4 mi So. Rt. ZZ)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease Lithium Grease	250 Gallons 250 Gallons (4) 2.5 Gal Containers (1) 120 Lb Drum 200 Cartridges
Moody - Howell Co. Rt. 142 (Just West of Rt. E)	15/40 Motor Oil Hyd. Oil Dexron	55 Gallons 55 Gallons (2) 2.5 Gal Containers
Annapolis - Iron Co. Rt. K (.1 mi West of Rt. 49)	15/40 Motor Oil Hyd. Oil 85/140 Grease Lithium Grease Lithium Grease	110 Gallons 55 Gallons (1) 120 Lb Drum (1) 120 Lb Drum 12 Cartridges
Thayer - Oregon Co. Rt. OO (North of US 63)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease Lithium Grease Lithium Grease	156 Gallons 96 Gallons 60 Gallons (1) 120 Lb Drum (1) 120 Lb Drum 60 Cartridges
Alton - Oregon Co. US 160 (1 mi East of Alton)	15/40 Motor Oil Hyd. Oil Dexron Lithium Grease Lithium Grease	180 Gallons 120 Gallons 60 Gallons (1) 120 Lb Drum 180 Cartridges
Rolla - Phelps Co. Sally Rd. (.5 mi North I-44 Bus .5 mi West US 63)	15/40 Motor Oil Hyd. Oil 85/140 Grease	400 Gallons 250 Gallons (6) 120 Lb Drum
St. James - Phelps Co. Rt. 8 (2 mi SE of I-44)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease	300 Gallons 200 Gallons (1) 120 Lb Drum

Edgar Springs - Phelps Co. US 63 (.5 mi South Rt. H)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease (1)	150 Gallons 55 Gallons 120 Lb Drum
St. Robert - Pulaski Co. Bus Lp I-44 (.5 mi West of Rt. Y)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease (1)	250 Gallons 150 Gallons 120 Lb Drum
Richland - Pulaski Co. Rt. 133 (.25 mi East of Rt. BB)	15/40 Motor Oil Hyd. Oil	150 Gallons 150 Gallons
Cherryville - Crawford Co. Rt. 19 (0.2 mile S. of Rt. 49)	15/40 Motor Oil Hyd. Oil	150 Gallons 150 Gallons
Centerville - Reynolds Co. Rt. 21/72 (At Jct. of Rt. 49 North)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease (1) Lithium Grease (1) Lithium Grease	275 Gallons 275 Gallons 110 Gallons 120 Lb Drum 120 Lb Drum 12 Cartridges
Ellington - Reynolds Co. Rt. 21 (.25 mi North of Rt. 106)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease (1) Lithium Grease (1) Lithium Grease	110 Gallons 110 Gallons 120 Lb Drum 120 Lb Drum 12 Cartridges
Doniphan - Ripley Co. US 160 (.25 mi West of Rt. 21)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease (1) Lithium Grease (1) Lithium Grease	220 Gallons 220 Gallons 110 Gallons 120 Lb Drum 120 Lb Drum 70 Cartridges
Winona - Shannon Co. US 60 (1 mi West of Rt. 19)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease (2) Lithium Grease (1) Lithium Grease	204 Gallons 168 Gallons 120 Lb Drum 120 Lb Drum 180 Cartridges
Eminence - Shannon Co. Rt. 106 (.1 mi West of Rt. 19)	15/40 Motor Oil Hyd. Oil Dexron 85/140 Grease (1) Lithium Grease (1) Lithium Grease	108 Gallons 108 Gallons 60 Gallons 120 Lb Drum 120 Lb Drum 60 Cartridges

Summersville - Texas Co.
Rt. 17
(.2 mi South Rt. 106)

15/40 Motor Oil	125 Gallons
Hyd. Oil	55 Gallons
Dexron	(6) 2.5 Gal Containers
85/140 Grease	(1) 120 Lb Drum
Lithium Grease	(1) 120 Lb Drum
Lithium Grease	25 Cartridges

Houston - Texas Co.
US 63
(1 mi North of Rt. B)

15/40 Motor Oil	325 Gallons
Hyd. Oil	190 Gallons
Dexron	55 Gallons
85/140 Grease	(1) 120 Lb Drum
Lithium Grease	30 Cartridges
Lithium Grease	(1) 120 Lb Drum

Licking - Texas Co.
Rt. 137
(1 mi South of Rt. 32)

15/40 Motor Oil	125 Gallons
Hyd. Oil	190 Gallons
Dexron	10 Gallons
85/140 Grease	(1) 120 Lb Drum
Lithium Grease	(1) 120 Lb Drum
Lithium Grease	25 Cartridges

Success - Texas Co.
Rt. M
(.1 mi West of Rt. 17)

15/40 Motor Oil	125 Gallons
Hyd. Oil	25 Gallons
Dexron	(4) 2.5 Gal Containers
85/140 Grease	(1) 120 Lb Drum
Lithium Grease	(1) 120 Lb Drum
Lithium Grease	25 Cartridges

Potosi - Washington Co.
Rt. E
(.5 mi Est of Rt. 21)

15/40 Motor Oil	540 Gallons
Hyd. Oil	290 Gallons
Dexron	55 Gallons
85/140 Grease	(3) 120 Lb Drum
Lithium Grease	(3) 120 Lb Drum
Lithium Grease	150 Cartridges

Bellevue - Iron Co.
Jct. of 21 & O

15/40 Motor Oil	550 Gallons
Hyd. Oil	300 Gallons
Dexron	
85/140 Grease	(2) 240 Lb Drum
Lithium Grease	(3) 360 Lb Drum
Lithium Grease	100 Cartridges

BID SHEET

I (we) propose to furnish the listed lubricating products to the Missouri Department of Transportation in accordance with the attached proposal, general provisions and specifications, at the **Unit Prices Shown F.O.B. the Destinations** listed. Bids will be received until **10:00 AM CST, Friday, January 25, 2008.**

<u>PRODUCT</u>	<u>BRAND NAME</u>	<u>MANUFACTURER</u>	<u>UNIT PRICE</u>
Lubricating Oil, 15W-40	_____	_____	\$_____ Gal
	Bulk		
Premium Heavy Duty Oil, 50W	_____	_____	\$_____ Gal
	5 Gallon Bucket		
Universal Hydraulic / Transmission Oil	_____	_____	\$_____ Gal
	Bulk		
Dexron III	_____	_____	\$_____ Gal
	Bulk		
	_____	_____	\$_____ Ea
	2.5 Gal Container		
MP Gear Oil, 85/140	_____	_____	\$_____ Lb
	Drum		
MP Gear Oil, 75W-90 100% Synthetic	_____	_____	\$_____ Lb
	Drum		
Lithium Complex Grease	_____	_____	\$_____ Lb
	Drum		
Lithium Complex Grease	_____	_____	\$_____ Ea
	Tube		

MISSOURI DEPARTMENT OF TRANSPORTATION

District 9

Facility Address / Physical Location Cross-Reference Listing

Facility	County	Address	Location
Alton	Oregon	Rt. 1, Box 1822, Alton, MO 65606	Rt. 160 1 Mile East of Rt. 19
Annapolis	Iron	401 W. 2 nd St., Annapolis, MO 63620	Rt. K 0.2 Mi. W. of Rt. 49
Bellevue	Iron	HC 63, Box 1120, Bellevue, MO 63623	Jct. 21 & Rt. O
Bunker	Dent	Route 2, Box 124C, Bunker, MO 63629	Rt. A 0.4 Mile West of Rt. 72
Centerville	Reynolds	Route 1, Box 99, Lesterville, MO 63654	Rt. 21 at Rt. N
Cherryville	Crawford	Rt. 19 .2 Mile South of Rt. 49, 65446	Rt. 19 – 0.2 Mi. So. of Rt. 49
Cuba	Crawford	7149 Old Route 66, Cuba, MO 65453	Exit 210, I-44 at Rt. UU
Doniphan	Ripley	Rt. 3, Box 25, Doniphan, MO 63935	Rt. 21 at Rt. 160 East Junction
Edgar Springs	Phelps	27800 Hwy 63 S, Edgar Springs, MO 65462	Rt. 63 0.3 Mile South of Rt. H
Ellington	Reynolds	Rt. 4, Box 800, Ellington, MO 63638	Rt. 21 0.2 mile North of Rt. 106
Ellsinore	Carter	Rt. 2, Box 2198, Ellsinore, MO 63937	Rt. 60 at Rt. 21 East Junction
Eminence	Shannon	HCR 2, Box 70, Eminence, MO 65466	Rt. 106 1.3 mile West of Rt. 19
Houston	Texas	1540 North Hwy. 63, Houston, MO 65793	1 Mile North of Houston on Rt. 63
Licking	Texas	11875 Hwy. 137, Licking, MO 65542	Rt. 137 1.5 Mile South of Rt. 32
Moody	Howell	2629 State Route 142, Moody, MO 65777	Rt. 142 0.5 Mile West of Rt. E
Mountain View	Howell	803 East 5 th Street, Mt. View, MO 65548	Rt. 60 0.4 Mile East of Rt. 17
Potosi	Washington	Route 2, Box 2272, Cadet, MO 63630	Rt. E 0.5 Mile West of Rt. E
Richland	Pulaski	28923 Hwy 133, Richland, MO 65556	Rt. 133 0.2 mi. E. of Rt. BB
Rolla	Phelps	10201 CR 8110, Rolla, MO 65401	Sally Rd. 0.5 Mi. N. of Bus. Lp I-44
Salem	Dent	Route 1, Box 2785, Salem, MO 65560	Rt. 19 South at Truman Street
St. James	Phelps	7855 Hwy 8 East, St. James, MO 65559	Rt. 63 1.5 Mile South of Rt. DD
St. Robert	Pulaski	115 Plattner Ave, St. Robert, MO 65583	Bus Lp. I-44 0.5 mi. W. of Rt. YY
Steelville	Crawford	69 E. Highway 8, Steelville, MO 65565	Rt. 8 0.5 Mile East of Rt. 19
Success	Texas	11118 Hwy M, Success, MO 65570	Rt. M 0.25 Mile West of Rt. 17
Summersville	Texas	235 S. Hwy 17, Summersville, MO 65571	Rt. 17 0.3 Mile South of Rt. 106
Thayer	Oregon	Route 1, Box 2319, Thayer, MO 65791	Rt. 00 0.1 Mile East of Rt. 63
Van Buren	Carter	HCR 1, Box 99, Van Buren, MO 63965	Rt. 60 Approx. 2 mile East of Rt. 63
West Plains	Howell	1287 CR 8690, West Plains, MO 65775	63 Bypass 0.4 Mile South of Rt. ZZ
WS Garage	Howell	3956 E. Main, Willow Springs, MO 65793	
Service Station	Howell	3956 E. Main, Willow Springs, MO 65793	
WS Striping	Howell	3952 E. Main, Willow Springs, MO 65793	
WS Sign Shop	Howell	3952 E. Main, Willow Springs, MO 65793	
WS Spec. Crew	Howell	3952 E. Main, Willow Springs, MO 65793	
WS Maint.	Howell	3952 E. Main, Willow Springs, MO 65793	
Winona	Shannon	P.O. Box 241, Winona, MO 65588	Rt. 60 0.4 Mile West of Rt. 19 West

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:

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.

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. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. 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 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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- 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.

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. 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 Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, 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, including legal fees.
- c. The Contractor 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 Contractor 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.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. 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.
- b. 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: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.

Specification for 85W/140 Gear Oil

Viscosity Cst@ 40° C	366
Viscosity Cst@ 100° C	26.6
Viscosity	97
Flash Point °C	245
Pour Point °C	-12
Specific Gravity 15.6 / 15.6 °C	0.899
Timken OK Load, kg	30