

**BID FORM**

**MISSOURI DEPARTMENT OF TRANSPORTATION**

**D9 - Procurement  
PO Box 220 - 910 Old Springfield Rd  
Willow Springs, MO 65793**

REQUEST NO.	D9091580R9
DATE	March 5, 2009
PAGE NO.	1
NO. OF PAGES	12

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

**March 12, 2009 - 1:00 PM CST**

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

**BIDS ARE TO BE BASED F.O.B.**  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
Submit net bid as cash discount stipulations will not be considered

Missouri Department of Transportation

3952 E. Main  
Willow Springs, MO 65793

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

**BUYER:** Gloria Perkins

**BUYER TELEPHONE:** 417-469-6256

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Norstar RS6HS-1000 Skid Mounted Spray Injection Unit or equal		2	Each		

(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: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Federal I.D. No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Type/Print Name \_\_\_\_\_

Title:

Is Your Firm MBE Certified? Yes No

Is Your Firm WBE Certified? Yes No

The Missouri Department of Transportation desires bids for the purchase of two Skid Mounted Spray Injection Units for delivery to District 9, Missouri Department of Transportation, 3952 E. Main, Willow Springs, MO 65793.

Submit descriptive literature and specifications showing exact equipment you propose to furnish. Bid price to include the cost of two (2) Operator's Manuals, two (2) Parts Books, and two (2) Technical Service Manuals.

Warranty information beyond the Missouri Department of Transportation's requirement must be submitted with your bid.

NET DELIVERED FIRM PRICE is construed to be delivered complete and ready for use to the delivery destination, then tested and placed in service by MoDOT with detailed instructions and technical support provided by the vendor.

**BID AWARD CRITERIA** The item will be awarded to the bidder with the lowest TOTAL COST. Total cost will be determined by adding to the base price the cost of all options requested.

Questions concerning specifications should be directed to Carmella Green (417) 469-6253. Email [carmella.green@modot.mo.gov](mailto:carmella.green@modot.mo.gov)

### **Skid Mounted Right-of-Way Sprayer**

It is the intent of these specifications to describe a complete and operable skid mounted chemical injection spraying system for the controlled application of herbicides. The spray system will be designed and constructed for convenient operation and simple installation on a flatbed or in a dump body. Only new (unused) current standard production models built for the U.S. market will be considered acceptable. Printed literature and specifications describing equipment as offered must be included with bid. Any recent changes and or features offered as standard or required for the intended use will be supplied. All accessories required by these specifications shall be identical in quality and design to those normally supplied and installed for sale through regular commercial channels.

**General Description:** Shall be a spray system that includes but is not limited to a water tank, centrifugal sprayer pump, chemical tank(s), skid, spray head(s), and computerized chemical injection control and pumping system. All plumbing and related components in the water and chemical systems must be non-corrosive type, compatible with chemicals currently used in vegetation management program.

**1a. Water Tank:** Shall be elliptical shape with 1000-gallon capacity (no exception). The tank shall have a removable, anti-surge "Butterfly Baffle" system (indentation in tank not acceptable) that reduces tank volume by no more than 1.5%. The tank and baffle material must be UV stabilized polyethylene. The tank will be saddle mounted and secured with a minimum of 3 heavy duty, flat 10-gauge stainless steel bands. The front and rear bands must have "D" ring tie-downs on each side of the tank. The hose connecting the tank to sprayer pump to be a 1½-in. non-collapsible suction type. The feed line must include a 1½-in. glass filled poly ball valve installed in a convenient location (below the bottom of tank to serve as the shutoff and drain). The tank lid shall be 16-in. diameter minimum, positive locking type with an air vent to prevent damage from excessive pressure or vacuum. The lid shall also include an anti-siphon fill system with a 4-in. minimum air gap. The fill hose shall be 2-in. by 25-ft. long with a 2-in. male camlock.

**1b. Skid and Saddle Assembly:** Shall be designed and constructed as an integral unit with 10-gauge formed steel for maximum weight reduction and the stress of frequent lifts on and off carrier vehicles. The saddle shall consist of 3 12-in. wide flat steel sections formed to fit the contour of the water tank. The side

jack supports between the saddle sections and skid shall be 1½-in. square steel tubing. The skid longitudinals shall be 137in. long, hot rolled, sheet steel with break-formed flanges top and bottom (top flange to fit the contour of the saddle sections). The cross members between the longitudinals shall be a minimum of 3 and be 2-in. by 6-in. tube steel. Both sides of the skid shall have 4-in. by 8-in. forklift pockets and a heavy-duty tailgate latch bar (loose) with 1-in. steel roll pins. The skid shall have lifting eyes on each corner. The saddle and skid assembly shall be powder coat finished black.

**2a. Sprayer Pump:** Shall be a Hypro model 9303C-HM heavy-duty centrifugal type, capable of 90 PSI and 60 GPM. The pump must be driven with a direct mount hydraulic motor. The pumping system must maintain constant required water pressure to the spray head regulators when operating nozzle assemblies individually and simultaneously. An 80-mesh filter with a replaceable stainless steel screen will be installed in the pump pressure line. Mounting location for the pump and related components must not limit access for normal maintenance.

**2b. Water Pump Power:** Shall be supplied from carrier sand spreader circuit. The sprayer hydraulics must be compatible with carrier load-sensing hydraulic system and include all necessary hoses and quick disconnects installed in a protected and easy access area at the rear of the skid. MoDOT will supply hose and fittings between carrier and skid.

**3. Boomless Spray Head:** Shall be a Norstar Model NSC-20108-V2 (no exception). The spray head must produce a 28-ft. wide minimum, no-streak spray pattern, using all solid stream nozzles (no exception). The spray head must have seven (7), adjustable, nozzle assemblies that produce seven spray swath widths of 2-ft., 2-ft., 4-ft., 4-ft., 4-ft., 6-ft., 6-ft. The nozzles must be sized to apply 35-gallons per acre at 11 MPH. The spray head will have removable steel side panels to reduce wind shear and protect components from roadside obstructions. The spray head assembly will include minimum of nine (9) direct acting solenoid valves, (diaphragm type solenoids are not acceptable), and nine (9) adjustable pressure regulators with 2 ½-in. diameter liquid filled gauges mounted horizontally, in a row across the rear of the skid. All of the spray head hoses connected to the solenoid/regulator assembly will have ¾-in. camlock type quick disconnects. The spray head will be attached to a swing post (2 ½-in. schedule 40 pipe) that will mount in one of two heavy duty sockets located on each side at the rear of the skid and shall include ball valves, hose quick disconnects and electrical connections required for transferring and operating a single spray head on either side of skid. Each socket must have a grease fitting and a manually adjustable brake that allows the spray head to swing a minimum of 90 degrees from the stowed to work position and also provide breakaway protection. In the work position the face (nozzles) of the spray head will be approximately 24-in. outside the skid. The spray head will have power swing and tilt features electrically from the cab control center.

**4. Chemical Concentrate Tank(s):** Will be polyethylene, tapered cone bottom, design with 70-gallon capacity. The tanks must be ultra-violet stabilized and have 10-in. diameter positive locking lids. Molded gallonage markers shall be easily visible on the tanks. Two (2) ½-in. brass ball valves (full open) shall be installed at the bottom of each tank. The shut-off valve for the tanks will be hard plumbed directly to the tank bottom (no exception). The second valve, a three valve, will be installed as a tank drain, to the peristaltic pumps and to the closed loading system. Each tank will be mounted in a stand on a heavy duty base plate and secured with a 1/8-in. by 4-in. adjustable steel band around the top, vertical portion of the tank. All tanks shall have low-level sensors with indicator lights in the cab control center.

**5a. Chemical Tank Agitators:** Will be Norstar NSC-40500-V2 series with 12 VDC drive motors mounted to the tank stand. Through the tank lid type agitators are unacceptable. The propeller shaft and propeller must be 304 stainless steel. The agitators shall have remote on and off and two speed cab controls. All cone bottom tanks will have agitators.

**5b. Closed Chemical Tank Loading System:** Will be a Norstar NSC-90158 with a 10GPM pump and flow meter installed as an integral part of the sprayer. The controls will be located for convenient operation while standing on the ground. All chemical tanks will be plumbed for bottom filling. The chemical tanks and the water tank shall be plumbed to the "Closed Loading Station" with ¾-in hose. The "Closed Loading Station" will include individual 1-in. poly ball valves for each chemical tank and the water tank. The ball valves will direct chemical or water to the desired chemical tank, transfer products between chemical tanks, and off-load chemical from chemical tanks. The valves will be clearly labeled for function and action. The loading pump shall be a dual diaphragm, self-priming type with thermal-overload protection. Each of the diaphragms will have two inlet and outlet check valves. The flow meter for the closed loading system shall have a liquid crystal display and air sensing capability to distinguish between air and liquid flow. The system will include a ¾-in. by 12-ft. long suction/discharge hose with 4-ft. long, plastic, remote tank extraction probe. The suction and discharge hose will have a 1-in. dripless, male quick disconnect matching the inlet/outlet at the closed loading station.

**6a. Remote Cab Control Center:** Must have a computer console and separate electro-mechanical console. All sprayer controls must be either in the computer console or mechanical console (no exception). Both consoles will be mounted in a common steel frame. The mounting frame must be designed for installation on either a floor-mounted pedestal or loose on the seat next to an operator. The control system must include all necessary cables for use on intended vehicle. An insulated heavy-duty electrical cable will be provided with battery lugs and plug to fit receptacle at the front of the skid. Twenty-five feet of cable shall extend from the front edge of the skid to allow for quick connect to two-foot cables extending from the rear of both the Computer and Mechanical Control Consoles.

**6b. Computer Console:** Will be a Norstar/Mid-Tech TASC model 6300 with a six foot quick connect designed to connect the 25 foot cable extension from the front of the skid. The computer will automatically maintain operator programmed output rates for each chemical injection pump within a range of plus or minus 2%. The console shall have the capacity to operate a minimum of three chemical injection pumps. When the spray width or vehicle speed changes, the computer will automatically adjust the chemical output (speed) of each injection pump within 5-tenths of a second. The computer shall maintain primary and secondary application rates for each chemical injection pump and allow the operator to manually change rates on the go. The console shall monitor spray width for a minimum of nine (9) spray swaths (sections). Each section must be programmable in 1-inch increments from 0 to 99 feet. The computer console will receive ground speed and distance input from a skid mounted radar unit.

#### **7a. Computer Console:**

1. During normal operation the computer will display the following:
  - A. Number of each open solenoid valve.
  - B. Width for each spray head/boom section.
  - C. Preprogrammed primary and secondary application rate for each chemical injection pump in ounces per acre.
  - D. Total ounces of chemical dispensed by each injection pump.
  - E. Actual and simulated test speed of vehicle.
  - F. Distance traveled in feet/miles.
  - G. Total area sprayed in acres.
  - H. GPM of carrier when stationary and gallons per acre when moving.

- I. Automatically scan information available on LCD screen.
2. When an uncontrolled condition occurs, the computer will display the following fault diagnostic information:
  - A. Identify malfunctioning chemical pump.
  - B. Indicate shutdown of chemical pump.
  - C. Indicate pump running out of reprogrammed operating range.

**7b. Mechanical Control Console:** To be a Norstar RS6000 with a six-foot quick connect designed to connect the 25-foot cable extension from the front of the skid. The console must include switches and or lights for dual spray head tilt and fold, beacon warning light, water pump on/off, engine start/stop, nine spray head solenoid switches, six chemical tank level indicators and six chemical tank agitators. The agitator switches must have high/low speed. All switches will be labeled for function and action and indicator lights where necessary.

**8. Chemical Injection Pumping System:** Will be achieved with computer controlled, DC powered, peristaltic pumps (no exception). The pump drive motors and controllers will be protected with rugged weather tight enclosures. The pumps will inject chemicals directly into the carrier (water) at the inlet of the water pump. The required pumps are 2 Mid-Tech Legacy Model with a range of 0-350 ounces per minute. A 3-way ball valve will be installed in each chemical pump pressure line to direct flow to the injection point or calibration port. Each pump will include one each 3/16, 1/4, 3/8 and 1/2 inch color coded hoses.

**9. Hand Wash Tank:** Shall be 3-gallon polyethylene tank, mounted on deck in a convenient location on the rear of the skid.

**10. Plumbing:** Any excessive pressure drop or backpressure due to restrictions from undersized components will not be acceptable in the chemical, or water pumping systems. All hoses and fittings will be rated to exceed by 50 percent any maximum operating pressures possible in their respective systems. Any hoses installed in locations where chaffing or other damage may occur must have protective coverings. All hoses will be adequately supported throughout the system.

**11. Field Maintenance & Calibration Kit:** Shall include one set chemical pump tubes, one (1) pt. tube lube, three (3) pump cover nuts, nozzle pressure test kit, assorted hose clamps, calibration container, fill system bag filter, water pump system filter screens, miscellaneous gaskets, electrical fuses, four (4) nylon nozzle elbows, and clear vinyl calibration hoses, brass extension for spray nozzles number 7 and 8 and an extra by-pass hose and fittings for the pump. All items will be contained in a heavy duty, corrosive resistant plastic toolbox.

**12. Warranty:** A minimum one-year parts and service will be furnished. Any components with a longer manufacturer warranty will be listed. Each unit shall include all inspection coupons, certicards, or warranty identification cards furnished to the trade in general accordance with standard warranty policy. Additionally the vendor must provide a loaner injection sprayer control (computer) or injection pump within 24 hours from the time user agency and manufacture (vendor) determine repairs cannot be made in the field. Vendor must operate a full time parts and service facility offering factory authorized service.

**13. Manuals:** Two detailed printed set of parts, service and operators manuals will be delivered with the sprayer. A plumbing and electrical schematic detailing sprayer components and wiring and their location will be supplied at the time of installation.

## **OPTIONAL FEATURES**

**1 ) Spraybar: Rear Spraybar:** Shall be an 8-ft. by ½-in. brass tube with four (4) brass ball valves, check valves, and nozzles. Each nozzle will produce a 2¼-ft. spray width for a total of 9-ft.

**2 ) Cab Control Mounting Pedestal:** Shall include a double articulated arm must allows either the driver

or passenger to operate controls comfortably and conveniently. The arm shall be securely attached to the floor mounted 4-in. square, steel pedestal (tube). All control cables connecting the control center to sprayer components may be run through the pedestal. The pedestal will be supplied loose and will require a custom installation in the chassis.

**NOTE:** For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING PRODUCTS" must be either attached to the bid or on file in this office and must be dated in the current model year.

**NOTE:** The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT" certificates of compliance must be completed and submitted with your bid for it to be considered responsive.

### **Certificate of Good Standing**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

### **HB600 Compliance**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary, a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

**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.

## 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:  


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- [ ] 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): \_\_\_\_\_  


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- [ ] 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): \_\_\_\_\_  


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### 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.

## **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 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.

**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.
  - 4) Builder's Risk: Not less than the full Contract amount.

**Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification and any other provisions outlined in the solicitation documents.

**Information and Reports**

- a. Submit descriptive literature and specifications showing exact equipment you propose to furnish.
- b. A complete list or catalog describing all available training materials related to the items you are bidding must be included in your bid.

**Award**

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

**Delivery – Additional Requirements**

NET DELIVERED FIRM PRICE is construed to be delivered complete and ready for use to the delivery destination, then tested and placed in service with detailed instructions and technical support provided by the vendor.