



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI

BID
OF

Name _____

Address _____

FOR
CONSTRUCTING OR IMPROVING

**Central Office
Laboratory
Jefferson City, Missouri**

9-100210Q

RETURN ONE COPY ONLY

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

1320 Creek Trail Drive

JEFFERSON CITY, MO 65109

QUOTATION NO.	9-100210Q		
DATE	February 4, 2010		
PAGE NO.	1	NO. OF PAGES	1

**THIS IS NOT
AN ORDER**

REQUEST FOR QUOTATION

QUOTATION IS SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL:

February 10 at 10:00 AM

Please quote on this form your lowest prices covering material specified and all information requested.

BUYER: Clayton Hanks (573) 522-9565

- Attached "Standard Bid/Proposal Provisions, General and Terms and Conditions shall apply. (5-pages)

**QUOTES TO BE BASED F.O.B.
DESTINATION**

MISSOURI DEPARTMENT OF TRANSPORTATION

See Attached Scope of Work

Email or Fax quotes are acceptable:

Clayton.Hanks@modot.mo.gov Fax 573-522-1149

Background and Statement of Work: MoDOT purchased a used Tinius Olsen Super L Universal Testing Machine (UTM) which is currently located at the Kansas City Public Works Laboratory, 4721 Coal Mine Road, Kansas City, MO 64129. The newly acquired equipment must replace our existing Baldwin UTM at MoDOT Central Laboratory at 1617 Missouri Blvd, Jefferson City, MO 65109. The Tinius Olsen Super L Universal Testing Machine (UTM) is valued at \$200,000 and the Baldwin UTM is valued at \$120,000; therefore, the utmost care and protecting from damage is paramount.

The undersigned, having examined the proposed Contract Documents titled: "Move Universal Testing Machine" and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the Missouri Highway and Transportation Commission, for the stipulated sum of:

_____ DOLLARS (\$_____).

Deduct if MoDOT provides transport (truck and trailer). \$_____

Award of this quote/proposal will be made on an "All or Nothing" basis using the "lowest and best" principle of award. The award evaluation will simply evaluate the quotation with the lowest proposed sum for adequacy in all respects which will include but may not be limited to method, experience, proposed timeline, and contractor's detailed plan. The MHTC's representative's contractor selection shall be final.

On a separate page(s) submit method, experience, proposed timeline, detailed plan, photos, diagrams, and all things necessary to fully describe proposed work plan. Proposed schedule should include progress dates that include but may not be limited to removal of Baldwin UTM from MoDOT's Central Laboratory, 1617 Missouri Blvd, Jefferson City, pit work, Prepare the Kansas City located Tinius Olsen Super L UTM for Shipment, and Install Tinius Olsen Super L UTM at MoDOT's Central Laboratory. Schedules should commit to final completion no later than March 25, 2010.

MoDOT's point of contact for this project is Paul Hilchen. He may be contacted to schedule work site visits and answer scope of work questions. 573-526-4628 Paul.Hilchen@modot.mo.gov

Date:

Telephone No.: _____

Firm Name: _____

Fax No.: _____

Address: _____

Federal I.D. No. _____

By (Signature): _____

Email: _____

Type/Print Name _____

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran's Signature

Service-Disabled Veteran Business Name

Missouri Address of Service-Disabled Veteran Business

Request for Quotations (RFQ) 9-100210Q
Remove & Install Universal Testing Machine (UTM)
Remove Baldwin UTM and Install Tinius Olsen Super L UTM

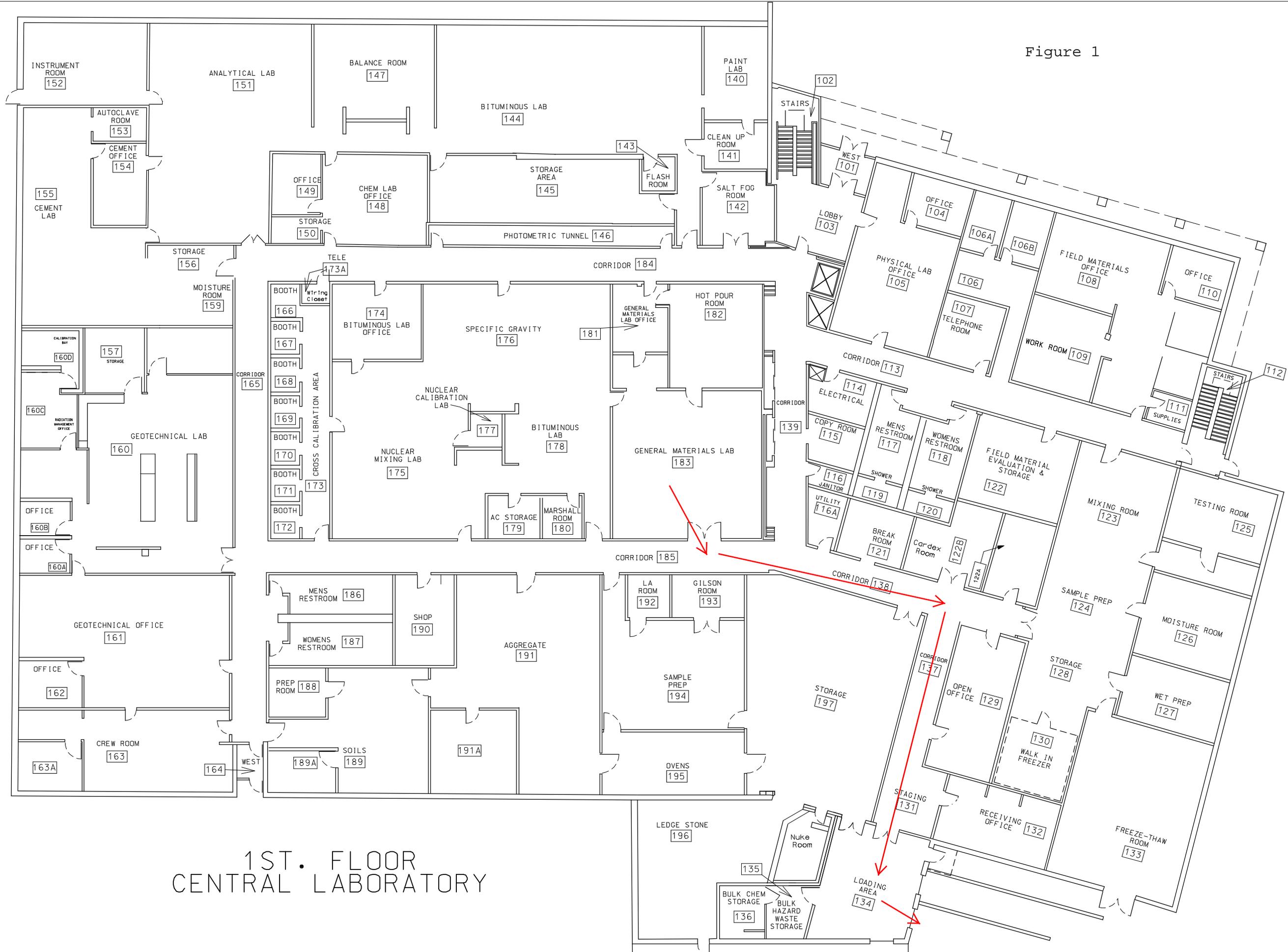
The Scope of Work shall include the following items:

- I. Remove Baldwin UTM from MoDOT's Central Laboratory, 1617 Missouri Blvd, Jefferson City, MO 65109.
 - a. Follow the path marked on the attached Central Laboratory floor plan, Figure 1.
 - b. Place UTM at the designated location in the Central Laboratory parking lot.
 - c. UTM to be placed on its side, braced, and covered in a manner that will prevent damage and preserve the equipment.
 - d. Figures 1 & 2 as well as a site visit may be helpful in clarifying this equipment move project.
- II. Repair and Modify the UTM well (pit) where the Baldwin UTM is currently located to accept the new Tinius Olsen Super L UTM.
 - e. This work may include placing concrete to fill the pit to correct dimensions for the Tinius Olsen UTM and may include placing reinforcing steel and anchor bolts in the poured concrete.
 - f. There shall be an isolator liner placed in the existing pit to isolate the new UTM from the in-place floor, to attenuate concussion shocks from the installed UTM.
 - g. Figure 3 – 10, Attachment A, and a site visit may be helpful in clarifying this equipment move project.
- III. Prepare the Kansas City located Tinius Olsen Super L UTM for Shipment.
 - h. Prepare for shipment and remove recently purchased Tinius Olsen UTM Super L from its current location at the Kansas City Public Works Laboratory, 4721 Coal Mine Road, Kansas City, MO 64129.
 - i. Preparation for shipment shall include cribbing UTM in a sufficient manner to prevent damage to the UTM while being moved/transported.
 - j. This UTM is located in a room adjacent to the loading dock.
 - k. Once removed from the Kansas City Public Works Laboratory the rigging contractor shall provide one or two options. Pricing for one or both options may be submitted.
 - (1) Transport of the UTM by using the contractor's furnished equipment (contractor's truck and trailer)
 - (2) Transport of the UTM by using MoDOT furnished equipment (MoDOT's truck and trailer).
 - l. Figures 3 – 10, Attachment A, and a site visit may be helpful in clarifying this equipment move project.
- IV. Install Tinius Olsen Super L UTM at MoDOT's Central Laboratory.

Move Install Tinius Olsen Super L UTM at MoDOT's Central Laboratory in contractor repaired/modified UTM pit.

Follow the path marked on the attached floor plan, Figure 1.

Figure 1



1ST. FLOOR
CENTRAL LABORATORY

MoDOT's point of contact for this project is Paul Hilchen. He may be contacted to schedule work site visits and answer scope of work questions. 573-526-4628 573-645-4747 Paul.Hilchen@modot.mo.gov

Kansas City Public Works Laboratory: Marty Ambriz, 4721 Coal Mine Road, Kansas City, MO 64130 (816) 513-8762.

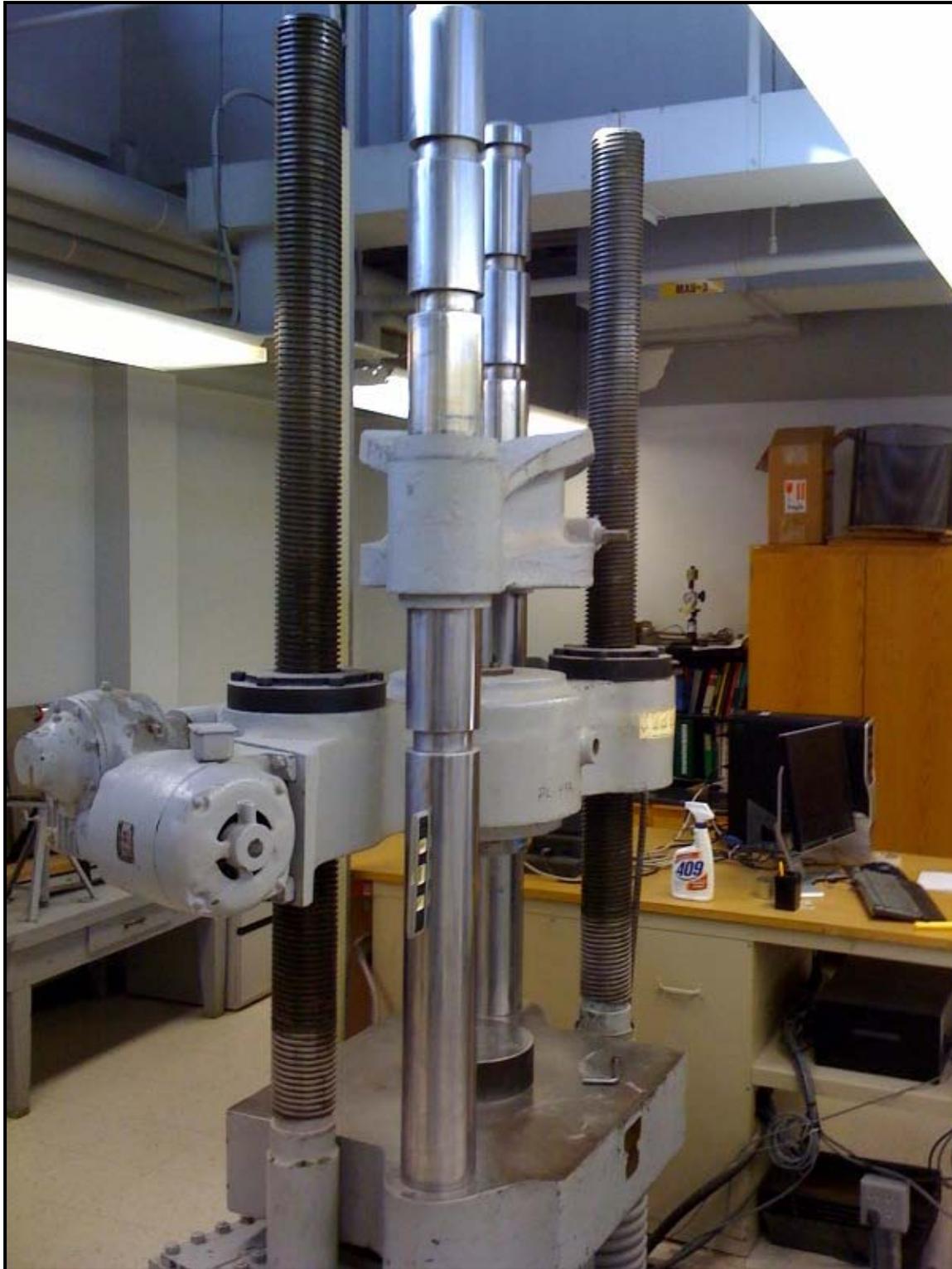


Figure 2 – Existing Baldwin UTM



Figure 3 – Existing Baldwin UTM pit



Figure 4 – Tinius Olsen Super L UTM (two pieces); located in Kansas City

Attachment A provides manufactures specification of this 400,000 pound capacity – Tinius Olsen Super L UTM series



Figure 5 – Tinius Olsen Super L UTM; pumping unit



Figure 6 – Tinius Olsen Super L UTM; pumping unit

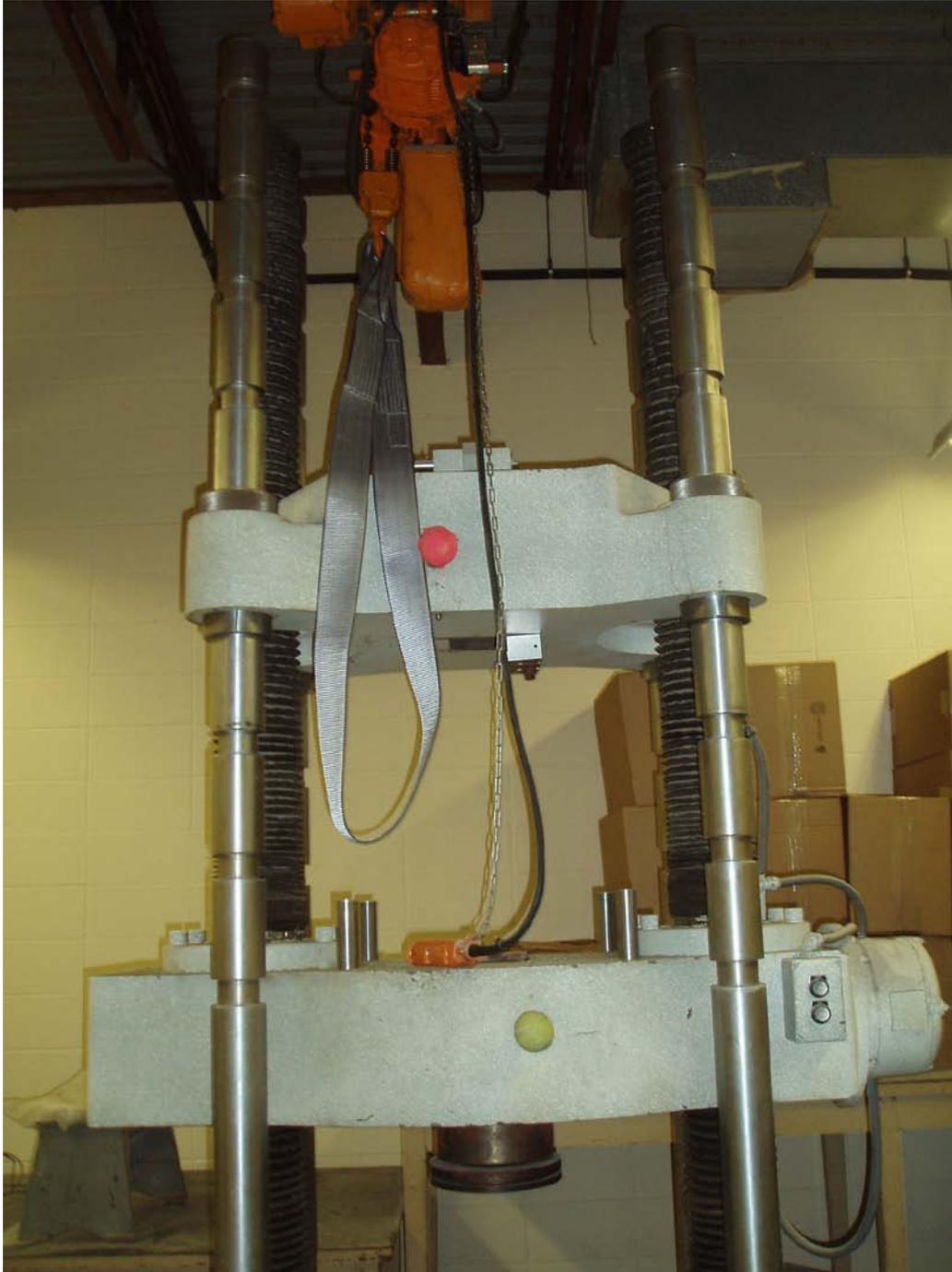


Figure 7 – Tinius Olsen Super L UTM



Figure 8 – Tinius Olsen Super L UTM base view



Figure 9 – Tinius Olsen Super L UTM



Figure 10 – Tinius Olsen Super L UTM; pumping unit connection



Deluxe Super "L" Series



Fig. 1. Typical 60,000 lbf (300 kN) Deluxe Super "L" with optional computer control system running Tininius Olsen's Test Navigator software.

other national and international specifications for accuracy. Accuracy is within +/- 0.5% of applied force from 0.2% to 100% of the frame capacity.

Easy-to-use testing software.

Tininius Olsen has a wide range of software that can be added to the Super "L" for data acquisition and for computer-assisted control of the testing machine (for machines equipped with the optional servo control).

Testing control with handheld controller.

For manual control and convenient operation each Super "L" includes as standard a handheld controller with an LCD and an extended cord. A portion of the LCD reads force in either lbf, N, or kgf in 10 mm high numbers. In addition to displaying force, it can be optionally equipped with appropriate instrumentation and signal conditioners to display position and strain. If the position instrumentation (high resolution encoder) and signal conditioning module are ordered, speed will also be displayed.

Deluxe Super "L" machines have extra-large testing clearances and include an adjustable upper cross-head. They are available in 60,000 to 400,000 lbf (300 to 2,000 kN) versions. These machines have closed crossheads with crank operation of rack and pinion grips and a solid compression plate as standard. Grips are optional.

Tininius Olsen will customize any Deluxe Super "L" to your needs. Available options include: extra-length screws and columns; tooling for tension, compression, shear, flexure, and other tests; accordion-type, non-metallic screw covers; semi-open crossheads and manually or hydraulically-powered lever grips for

machines of 200,000 through 400,000 lbf (1,000 through 2,000 kN) capacity; choice of high or low base for machines of 200,000 through 400,000 lbf (1,000 through 2,000 kN) capacity; broad range of strain measuring instrumentation; low-capacity load cells; tee-slotted table (front to back) for locating and securing tooling; closed-loop servo control; software and computer systems; and furnaces for temperatures to 2200° F (1204° C).

Test frames feature a patented dual-pressure hydraulic loading system and a new space-saving console.

All Super "L" systems are guaranteed to meet ASTM, ISO, and

Optional servo control.

As dependable as the basic manually controlled Super "L" is, the rate at which load is applied is determined by the operator. Therefore, as an option, the Super "L" can be supplied with closed-loop servo control capability. This closed-loop control system constantly monitors the test in progress and regulates the testing rate to maintain preset conditions. This option enables you to conduct compression tests and flexure tests automatically and ensures consistent testing control, free from operator variability. Also, this valuable feature can be easily added to the machine at a later date with hardware and software options.

MODEL		60D	120D	200D	300D ₆	400D ₆	
CAPACITY	lbf	60,000	120,000	200,000	300,000	400,000	
	kN	300	600	1,000	1,500	2,000	
	kgf	30,000	60,000	100,000	150,000	200,000	
MACHINE SPECIFICATIONS	Stroke in mm	9 229	12 300	12 300	12 300	12 300	
	Testing Speeds in/min mm/min	0-3 0-76	0-3 0-76	0-35 0-85	0-3.5 0-85	0-3.5 0-85	
	Adjustable Crosshead Speed in/min mm/min	12 305	12 305	12 305	12 305	12 305	
LOAD FRAME DIMENSIONS ¹	(A) Clearance Between Screws ⁷ in mm	30 762	30 762	30 762	30 762	30 762	
	(B) Standard Opening in mm	43.25 1099	66 1676	86.5 2197	94.25 2394	94.25 2394	
	(C) Crosshead Thickness in mm	5 127	6.5 165	8 203	10.5 267	10.5 267	
	(D) Grip Guard Thickness in mm	2.25 57	3.5 89	2.75 70	3.56 91	3.56 91	
	(E) Lever Height in mm	— —	— —	8.75 222	10.75 273	10.75 273	
	(F) Width ³ in mm	44 1118	42.5 1080	44.125 1121	49.5 1257	49.5 1257	
	(G) Depth ³ in mm	20 508	25.25 641	30 762	34 864	34 864	
	(H) Height ^{2, 4} in mm	81.75 2077	112.5 2858	129 3277	137 480	137 3480	
MACHINE WEIGHT ¹	Net lbs kg	5700 2586	7500 3402	11,000 4990	16,400 7440	16,400 440	
	Gross lbs kg	6200 2812	8200 3720	12,000 5475	18,200 856	18,200 8256	
NOMINAL MAXIMUM SPECIMEN SIZES ²	Max.-TL Rack & Pinion in mm	36 914	48 1219	76 1930	80 2032	80 2032	
	Max.-TL Lever Grips in mm	— —	— —	72 1829	72 1829	72 1829	
	Tension Length ⁵	Width in mm	2 51	2.5 64	3 76	4 102	4 102
		Thickness in mm	1.75 44	1.75 44	2.625 67	2.875 73	2.875 73
		Diameter in mm	1.125 29	2.25 57	215 64	3.75 83	3.25 83
Compression Height	Max.-CH Rack & Pinion in mm	36 914	48 1219	74 1880	72 1829	72 1829	
	Max.-CH Lever Grips in mm	— —	— —	74 1880	72 1829	72 1829	

Contact Your Local Representative:

Standard Super "L" UTM's Console Dimensions

MODEL		60D 120D	200D 300D 400D
Width	in	36	48
	mm	915	1219
Depth	in	31	31
	mm	788	788
Height	in	40	40
	mm	1016	1016

Notes:

1. Approximate
2. Additional height clearances can be provided
3. Dimension of footprint base; overall dimensions will depend on options selected
4. Add D or E as applicable and add stroke
5. With full stroke remaining
6. These machines can be floor or pit-mounted to meet customer testing requirements; pit mounting may require additional components
7. Specifications subject to change without notice

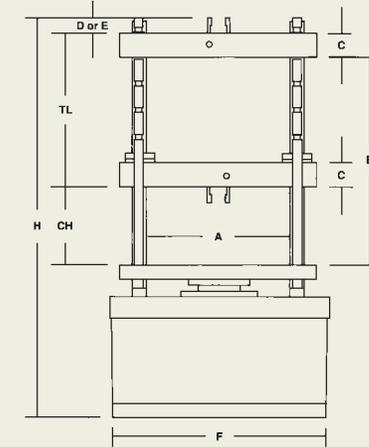


Fig. 4. Schematic of load frame. Refer to table at left for actual dimensions.



Fig. 2. Typical 400,000 lbf (2,000 kN) Deluxe Super "L" load frame with a low base and recessed cylinder.



Fig. 3. Typical 400,000 lbf (2,000 kN) Deluxe Super "L" load frame with a high base (can be arranged for floor or pit mounting).



World Headquarters:

1065 Easton Road, Horsham, PA 19044 USA
(215) 675-7100 • Fax (215) 441-0899
www.TiniusOlsen.com • info@TiniusOlsen.com

European Headquarters:

6 Perrywood Business Park, Honeycrock Lane,
Salfords • Redhill, Surrey RH1 5DZ England
++44 (0) 1737 765001 • Fax ++44 (0) 1737 764768

*Missouri
Department
of Transportation*



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P.O. Box 270
Jefferson City, MO 65102
(573) 751-2551
Fax (573) 751-6555
www.modot.org

Pete K. Rahn, Director

January 14, 2010

Dear Sir or Madam:

Effective January 1, 2009 and pursuant to Section 285.530(1) RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract in excess of five thousand dollars by the Missouri Highways and Transportation Commission/Missouri Department of Transportation (MoDOT) to a business entity, the business entity shall, by sworn affidavit and provisions of documentation, affirm enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contract. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Acceptable enrollment and participation documentation consists of **completed** a copy of the E-Verify Memorandum of Understanding (MOU).

Any vendor that is not already enrolled and participating in a federal work authorization program and has the intent of doing business with MoDOT, should begin the enrollment process immediately. E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

If you should have any questions or need additional information, please feel free to contact Clayton Hanks at (573) 522-9565.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when 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.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award. Award of this quote/proposal will be made on an "All or Nothing" basis using the "lowest and best" principle of award. The award evaluation will simply evaluate the quotation with the lowest proposed sum for adequacy in all respects which will include but may not be limited to method, experience, proposed timeline, and contractor's detailed plan. The MHTC's representative's contractor selection shall be final.

Delivery – Additional Requirements

- b. Contractor shall coordinate all deliveries with MoDOT's project coordinator for this project.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of two-hundred dollars (\$200.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm.

Construction Safety Program

- a. Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.