

**REQUEST FOR
BID (RFB) FORM**

**MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-140416KH
DATE	April 1, 2014

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF
THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM LOCAL TIME; April 16, 2014

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN
BEFORE TIME SET FOR OPENING.

**BIDS TO BE BASED F.O.B.
MISSOURI DEPARTMENT OF TRANSPORTATION
830 MoDOT Drive, Jefferson City, MO 65109**

BUYER: Kristi Hixson **EMAIL:** Kristi.Hixson@modot.mo.gov

BUYER TELEPHONE: 573-526-1975

The purpose of this Request For Bids (RFB) is to seek bids from qualified organizations to provide a packaged engine generator system at Missouri Department of Transportation (MoDOT) building located at 830 MoDOT Drive in Jefferson City, MO. The project described as **"Packaged Generator – 830 MoDOT"** shall be provided and maintained in accordance with the specifications. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

Notice to Contractors

MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., April 16, 2014. Bid forms and information may be obtained by contacting Kristi Hixson at 573-526-1975, Kristi.Hixson@modot.mo.gov, or electronically download them at no charge from http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm or http://www.modot.org/business/contractor_resources/gs_bidding/CO/COcommodities.htm.

Written Questions: All written questions must be addressed to Kristi Hixson no later than 2:00 p.m., Local Time, April 8, 2014, at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to Kristi.Hixson@modot.mo.gov. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm or http://www.modot.org/business/contractor_resources/gs_bidding/CO/COcommodities.htm in the form of a written addendum. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein.

Date: _____
Telephone No.: _____
Fax 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

BIDDER REQUIREMENTS

1. SCOPE OF WORK

Base Bid: Provide a packaged engine generator system per specifications in Section 16622.

Alternate 1: Provide service and maintenance of the packaged engine generator system for two (2) years.

2. BID INSTRUCTIONS

In order to receive consideration, bids must be made in strict accordance with the following.

- A. Make bids, upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Invitation for Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that the bid is received on time.

3. INVOICING AND PAYMENT

- A. Each invoice should be itemized in accordance with items listed on the contract. Failure to comply with this requirement may delay processing of invoices for payment.
- B. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
- C. The Commission 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 Commission's rejection and shall be returned at the Contractor's expense.
- D. The Commission reserves the right to purchase goods and services using the state-purchasing card.

4. AWARD OR REJECTION OF BIDS

The contract, if awarded, will be made on the basis using the "lowest and best" principle of award, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding. Alternate Bid #1 may or may not be awarded. If the alternate is awarded, the lowest bid will be based upon the base bid plus the alternate bid. MoDOT management will make the final decision on the acceptance of the alternate bid.

5. CONTRACT DOCUMENTS

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 successful bidder to whom the contract is awarded, hereinafter "Bidder" and the duly authorized representative of the Commission, by a modified purchase order prior to the effective date of such modification. The Bidder 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.

6. SUBMITTALS

Review of Submittals. The MoDOT review of submittals is only for the limited purpose of checking for conformance with information given and seeing if they conform to design intent. MoDOT is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. MoDOT's review does not relieve the bidder of his or her responsibilities under the contract documents. The submittal process shall be carried out as outlined in the bid document.

00301

BID FORM

To: The Missouri Highway and Transportation Commission
PO Box 270
Jefferson City, Missouri 65102

1. The undersigned, having examined the proposed Contract Documents titled: **9-140416KH Packaged Generator – 830 MoDOT**, 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 General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

_____ DOLLARS (\$_____)

Alternate #1: Provide price add for service and maintenance of the packaged engine generator system for two (2) years, on the date after startup and initiation of the generator set warranty. Proposal shall include all applicable items as shown in Attachment A.

_____ DOLLARS (\$_____)

2. The undersigned, acknowledges having examined and being familiar with the contract documents including the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.
3. The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.

Number of Delivery Days from Receipt of Purchase Order: _____ calendar days

IF AN INDIVIDUAL

Name of individual

Residence address

Social Security Number

Telephone Number

Firm Name, If Any

Address for communications

Signature

IF A PARTNERSHIP

Name of Partnership

(State Name and Residence Address of All Partners)

Partner

Residence Address

Partner

Residence Address

Address for Communications

Federal Tax I.D. Number

Telephone Number

Signature of Either Partner

IF A CORPORATION

Name of Corporation

Incorporated under the laws of the
State of _____

Name and Title of Officer

Corporate License No. _____
(If a corporation organized in a state other than
Missouri, attach Certificate of Authority to do
business in the State of Missouri.)

Signature of officer

Federal Tax I.D. Number

Address for Communications

(ATTEST)

Telephone Number

(SEAL)

Secretary

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Exhibit A

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Exhibit B

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

Exhibit C
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit
owner or partner business name
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

**SECTION 16622
PACKAGED ENGINE GENERATOR SYSTEMS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Packaged engine generator system
- B. Critical exhaust silencer and stainless flex
- C. Sound attenuated enclosure
- D. Battery and charger
- E. Subbase fuel tank
- F. Factory mounted vibration isolators

1.2 REFERENCES

- A. ANSI/NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum)
- B. ANSI/NEMA MG 1 - Motors and Generators
- C. ANSI/NFPA 70 - National Electrical Code
- D. ANSI/NEMA AB 1 - Molded Case/Electronic Circuit Breakers
- E. NFPA 37 – Installation and Use of Stationary Combustion Engines and Gas Turbines
- F. NFPA 110 – Emergency and Standby Power Systems
- G. UL 2200 – Generator Set
- H. Environmental Protection Agency EPA Emission Standards for Compressed Ignition Engines
- I. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at property boundaries due to sound emitted by the generator set, its components and the operation thereof.

1.3 SYSTEM DESCRIPTION

- A. Engine generator system to provide source of emergency and standby power.
- B. System Capacity: At an elevation of 1,000 feet above sea level, and ambient temperature between -20°F and **122°F**; standby rating using engine-mounted radiator.
- C. Operation: In accordance with NFPA 110.

**MODOT
EQUIPMENT PREPURCHASE**

1.4 SUBMITTALS : WITH BID

- A. Provide detailed compliance report that the proposal meets the criteria set forth in the specifications including extended warranty, ambient rating, transient requirements, oversized generator rating, SKVA (Starting kVA), control panel requirements, enclosure system, fuel system and testing as minimum as noted in Attachment B.
- B. Specification and data sheets: Items that are applicable to the specification shall be boxed.
 - 1. Generator Set
 - 2. Engine emission's
 - 3. Extended Life Coolant
 - 4. Generator with Skva, oversized kw, subtransient reactance and temperature rise.
 - 5. Subbase fuel tank
 - 6. Sound Attenuated Enclosure
 - 7. Transient compliance report.
 - 8. Warranty disclosure statement.

1.5 SUBMITTALS

- A. Submit shop drawings and product data.
- B. Submit shop drawings showing plan and elevation views with overall and interconnection point dimensions, fuel consumption rate curves at various loads, ventilation and combustion air requirements, and electrical diagrams including schematic and interconnection diagrams.
- C. Submit product data showing dimensions, weights, ratings, interconnection points, and internal wiring diagrams for engine, generator, control panel, battery, battery rack, battery charger, exhaust silencer, vibration isolators and remote annunciator.
- D. Interconnecting wiring diagram of complete emergency system, including generator, switchgear, battery charger, fuel system and remote alarm indications as the site specification dictates. These drawings shall be specific to the project component requirements and provided by the dealer. Factory drawings that provide multiple interconnections for items not specific to the project will be rejected.
- E. Exhaust system calculations, in order to verify that the exhaust system does not violate the constraints of the generator maximum exhaust backpressure value when mounted indoor or package by an outside supplier other than the named manufacturer. A system supplied direct as a package from the major manufacturer are exempt from this requirement.
- F. Submit certificates for compliance with EPA Emissions Standards for Compressed Ignition Engines.
- G. Engine and generator combination transient report at rated power factor for specific model supplied, of voltage and frequency transients response including recovery time at 50, 75 and 100% load application.
- H. Manufacturer's and dealer's written warranty disclosure statement for the period specified.

**MODOT
EQUIPMENT PREPURCHASE**

- I. Submit manufacturer's installation instructions.
- J. Submit manufacturer's foundation design including: required dimensions, weight of generator set, conduit and conduit penetration locations.
- K. Authorized distributor shall provide copies of technician's factory training certificates specific to the proposed product on engine overhaul and electrical systems control repair in order to verify the level of support capabilities. Delegation of this service responsibility for any of the equipment listed herein will not be considered fulfillment of these specifications. Major engine and control parts shall be available within 24 hours from the time a component is deemed defective.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data.
- B. Include instructions for normal operation, routine maintenance requirements, service manuals for engine and tank, oil sampling and analysis for engine wear, and emergency maintenance procedures.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in packaged engine generator system with minimum five (5) years documented experience.
- B. Supplier: Authorized distributor of engine generator manufacturer with service facilities within 250 miles of the project site.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site.
- B. Store and protect products.
- C. Accept packaged engine generator set and accessories on site in crates and verify damage.
- D. Protect equipment from dirt and moisture by securely wrapping in heavy plastic.

1.9 WARRANTY

- A. The standby electric engine-generator and instrumentation panel from the factory shall be warranted by the manufacturer against defective materials and factory workmanship for a period of **5 years with a 2,500 hour term**. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge **including** travel and labor.
 - 1. Service level shall include all items as shipped from the factory excluding filters, fluids, vee belts, hoses, paint and batteries.
 - 2. Additional coverage is allowed if repairs cannot be completed within 48 hours of the "authorized dealer" technician's initial visit for a covered "mechanical breakdown" due solely to the nature of the "mechanical breakdown" or inability to supply the required repair components

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EQUIPMENT PREPURCHASE**

1.10 MAINTENANCE SERVICE

- A. Furnish the owner a proposal for service and maintenance of the packaged engine generator system as indicated in Attachment A at the end of this section.

ALTERNATE ONE (1)

- B. Furnish the owner a proposal for service and maintenance of the packaged engine generator system for two (2) years, on the date after startup and initiation of the generator set warranty. Proposal shall include all items as checked in Attachment A.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Caterpillar - Model C15
- B. Cummins – DFEH – QSX15
- C. Sentry Pro – SPMD – 4000
- D. Generac
- E. Substitutions or alternates meeting these specifications will be allowed.

2.2 PACKAGED ENGINE-GENERATOR SET

- A. Packaged engine-generator set shall be a coordinated assembly of compatible components.
- B. Safety Standard: Comply with ASME B15.1.
- C. Nameplates: Each major system component shall be equipped with a nameplate to identify manufacturer's name and address, model and serial number, and component rating in integrated set and as required by the contract documents.
- D. Mounting Frame: Adequate strength and rigidity to maintain alignment of mounted components without depending on concrete foundation. Mounting frame shall be free from sharp edges and corners and shall have lifting attachments arranged for lifting with slings without damaging components. Provide a rigging diagram permanently attached to the mounting frame to indicate the capacity of each lifting attachment and the generator-set center of gravity.

2.3 ENGINE

- A. Type: Water-cooled, in-line or V-type, four-stroke cycle, compression ignition diesel electric ignition internal combustion engine. **No Volvo or Mitsubishi Engines allowed.**
- B. Rating: 400 kW Standby.
- C. Fuel: Appropriate for use of No. 2 fuel oil. Comply with current Federal Regulation requirements for Low Sulfur Diesel of 500 PPM and manufacturer's fuel requirements.
- D. Engine Speed: 1800 RPM.

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EQUIPMENT PREPURCHASE**

- E. The prime mover shall be a liquid cooled, diesel fueled, turbo charged, after cooled engine of 4-cycle design.
 - 1. Engine shall meet the current EPA Emission level at the time of production.
 - 2. Maximum fuel consumption 33 gallon per hour at 100% load
- F. Governor: Per manufacturer's requirements.
- G. Safety Devices: Engine shutdown on high water temperature, low oil pressure, overspeed, and engine overcrank. Limits as selected by manufacturer.
- H. Frequency Response:
 - 1. Steady State Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
 - 2. Transient Response: Less than 10 percent voltagedip for a 75 percent step-load increase or decrease. Frequency shall not exceed 10 per cent and shall recover and remain within the steady state operating band within 3 seconds. Verify compliance with bid documents.
- I. Fuel System: Engine mounted diesel fuel pump and relief-bypass valve.
- J. Lubrication System: Engine or skid mounted filter and strainer, thermostatic control valve capable of full flow and designed to be failsafe, and crankcase drain arranged for gravity drainage with siphon or pump.
- K. Engine Jacket Heater: Thermal circulation type water heater with integral thermostatic control, sized to maintain engine jacket water above 100°F, and suitable for operation on 120/208 Volts AC. The minimum wattage of the heater shall be 3 kw.
- L. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator set mounting frame and integral engine-driven coolant pump.
 - 1. Fan and Core: Nonferrous-metal construction sized to contain expansion of total system. Blower type fan, sized to maintain safe engine temperature in a minimum ambient temperature of 122°F based on 50/50 ELC (Extended Life Coolant)/water mixture.
 - 2. Radiator Airflow Restriction: 0.5 inches of water, maximum.
 - 3. Coolant: Solution of 50 percent Extended Life Coolant (ELC) and 50 percent water, with anti-corrosive additives. The Extended Life Coolant (ELC) provided shall meet or exceed the following specifications and guidelines.
 - a. ASTM D-3306
 - b. TMC TP-329
 - c. ASTM D-6210
 - d. TMC RP-338
 - e. SAE J1034

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4. Provide expansion tank with gage glass and low coolant level sensor.
- M. Engine Starting: DC starting system with positive engagement, number and voltage of starter motors in accordance with manufacturer's instructions. Include remote starting control circuit, with MANUAL-OFF-REMOTE selector on engine-generator control panel. Provide the following accessories:
1. Battery: Minimum 1300 CCA. Multiple batteries may be used to achieve the required CCA. Voltage to match starter with capacity for three cranking cycles without recharge. Provide with battery cables and acid resistant battery tray, seismic rated.
 2. Provide battery disconnect switch.
 3. Battery-Charging Alternator: Factory mounted on engine with solid state voltage regulation.
 4. Battery Charger: Current limiting type, 10 amp minimum, designed to float at 2.17 volts per cell and equalize at 2.33 volts per cell. Include overload protection, full wave rectifier, DC voltmeter and ammeter, and 120 volts AC fused input. Provide wall-mounted enclosure to meet ANSI/NEMA 250, Type 1 requirements.
- N. Exhaust System: Critical type silencer, side inlet with muffler companion flanges and flexible stainless steel exhaust fitting, suitable for horizontal orientation, sized in accordance with engine manufacturer's instructions. Silencer to mount integral to the enclosure.
- O. Engine Accessories: Fuel filter, lube oil filter, intake air filter, lube oil cooler, fuel transfer pump, fuel priming pump, primary fuel filter, fuel water separator , **fuel cooler**, gear-driven water pump.
- P. Mounting: Provide unit with suitable factory standard vibration isolators.

2.4 GENERATOR

- A. Generator: ANSI/NEMA MG 1; three phase, brushless synchronous generator with brushless exciter and PMG alternator excitation. Comply with parameters set below to reduce site voltage dip.
- B. Rating: Standby.
- C. Voltage : 120/208 Vac
- D. Excitation Type : Permanent Magnet or IE
- E. Insulation: ANSI/NEMA MG 1, Class H.
- F. Oversized Generator Rating: 400 KW 500 KVA
- G. Temperature Rise By Resistance: 125° C over 40° C ambient.
- H. Minimum SKVA at 25% Voltage Dip: 1332
- I. Enclosure: ANSI/NEMA MG 1; open drip-proof.
- J. Voltage Regulation: Digital

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EQUIPMENT PREPURCHASE**

1. Include solid-state type voltage regulator, separate from exciter to match engine and generator characteristics, with voltage regulation $\pm .5$ percent from no load to full load.

K. Subtransient Reactance (X'd): Maximum .0922 pu.

L. Windings: Optimum pitch Random Wound stator winding.

2.5 CONTROLS AND INDICATION

A. Operating and safety indications, protective devices, basic system controls, and engine gauges shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.

B. The engine-generator set shall contain a complete 2-wire automatic engine start-stop control which starts the engine on closing contacts and stop the engine on closing contacts. A cyclic cranking limiter shall be provided to open the starting circuit after eight attempts if the engine has not started within that time. Engine control modules must be solid state plug-in type for high reliability and easy service. The engine controls shall also include a 3-position digital selector with the following positions: OFF/ON/AUTO.

C. The panel shall include; digital monitor of AC voltage, AC current and AC frequency with a phase selector button, an emergency stop switch, an audible alarm and a programmable engine control and monitoring module.

D. The programmable module shall include: a manual, off auto touch pad; four LEDs to indicate 1) Not in Auto, 2) Alarm Active, 3) Generator Running, 4) Generator Ready; a data entry keypad and a digital display panel.

E. A generator run relay and common fault relay with dry contacts shall also be provided for customer use.

F. The module will store and display all pertinent unit parameters including.

1. Generator Status

- a. Current unit status in real time

2. Instrumentation

- a. Real time readouts of the engine and alternator digital values

- 1) Oil pressure
 - 2) Coolant temperature
 - 3) DC battery voltage
 - 4) Run time hours
 - 5) Engine RPM
 - 6) Twenty (20) event fault log
 - 7) Engine hours
 - 8) Engine crank attempt counter
 - 9) Air filter differential pressure
 - 10) Engine crankcase pressure
 - 11) Engine exhaust temperature (L & R)
 - 12) Engine intake manifold temperature
 - 13) Engine oil temperature
 - 14) Fuel filter differential

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- 15) Fuel pressure
 - 16) Oil filter differential pressure
 - 17) Fuel pressure
 - 18) Oil filter differential pressure
 - 19) Oil temperature
 - b. Simultaneous viewing of all Instrumentation Digital
 - 1) AC L-L voltages
 - 2) AC L-N voltages
 - 3) All AC Line Current
 - 4) Frequency
 - c. Instrumentation Digital (Additional)
 - 1) Kw (total and per phase)
 - 2) Kva (total and per phase)
 - 3) kVA_r (total and per phase)
 - 4) Power Factor (overall and per phase)
 - 5) kW hours
 - 6) KvarHours
 - 7) Kvars
- 3. Generator Commands
 - a. Current engine start/stop status
- 4. Alarm Status
 - a. Current alarm(s) condition
 - b. Overcrank
 - c. Low coolant temperature warning
 - d. High coolant temperature warning / shutdown
 - e. Loss of coolant warning / shutdown
 - f. Low oil pressure warning / shutdown
 - g. Overspeed
 - h. Control switch not in auto
 - i. High/Low battery voltage
 - j. Emergency stop activated
 - k. Low fuel warning
 - l. Low fuel pressure warning / shutdown
 - m. High fuel pressure warning / shutdown
 - n. Fuel filter restriction warning / shutdown
 - o. High intake manifold air temperature warning / shutdown
 - p. Over Under voltage
 - q. Over Under frequency
 - r. Reverse power
 - s. Overcurrent
- 5. The panel must be accessible by PC based software via RS485 MODBUS RTU protocol. The software must display the module face, be updated in real time and allow for complete access to all module functions. Communication output and its software must be fully compatible and allow for incorporation into an existing control program.

2.6 OUTDOOR GENERATOR-SET SOUND ENCLOSURE

- A. Prefabricated or pre-engineered a Non Walk In Sound Attenuated weatherproof enclosure with the following features:
1. Sound Level : 75 dbA at 23 feet, 100% load.
 2. Construction: Reinforced aluminum, integral structural framed housing anchored to a concrete foundation. Construction shall allow access to control panels and service points.
 3. Structural Design and Anchorage: Wind resistant up to 100 mph.
 4. Louvers Discharge Vertical : Fixed
 5. Louvers Inlet: Fixed.
 6. Hinged doors: Provide as needed for full accessibility with locking provisions. As standard, doors shall include rain-rail moldings above all door openings, recessed, keyed mortise locks and full weather-stripping. Doors shall be removable.
 7. Oil and water drain group piped to the exterior of the enclosure with plugs and interior ball valves.
 8. The exhaust system silencer shall be installed internal to the enclosure by the manufacturer.
 9. Base Mounted Fuel Tank: UL listed fuel tank with 48 hour run time capacity at 100% load. Integral rupture basin with leak detection. Provide fueling port with lockable cap. The tank shall include structural steel supports for top mounted engine generator set. Furnish complete with flexible fuel line connectors and analog level gauge. Furnish complete with float switch to indicate low fuel level 40%.
 - a. Low fuel level shutdown.
 10. Electrical:
 - a. Accessory power feed from building is 120/208 volt single phase.
 - b. A 50 amp, 1 phase, 3 wire 120/208 volt panelboard shall be factory furnished and installed. Panel shall include circuit breakers for all electrical loads. This is waived if all connections are terminated at a single connection point.

PART 3 - EXECUTION

3.1 SUPPORTING DOCUMENTS

- A. Provide transformer pad design including: pad size, unit weight, conduit locations and layout.

3.2 EXAMINATION FOR DELIVERY

- A. Verify that surfaces are ready to receive work and field dimensions are as shown on the drawings.

**MODOT
EQUIPMENT PREPURCHASE**

3.3 INSTALLATION

- A. Inspection of installation (by others) prior to on-site installation test.

3.4 FIELD QUALITY CONTROL

- A. The on-site installation test shall be conducted as follows:
1. With the prime mover in a "cold start" condition and the emergency load at standard operating level, a primary power failure shall be initiated by opening all switches or breakers supplying the primary power to the building or facility.
 2. The test load shall be that load that is served by the Emergency Power Supply System (EPSS).
 3. The time delay on start shall be observed and recorded.
 4. The cranking time until the prime mover starts and runs shall be observed and recorded.
 5. The time taken to reach operating speed shall be observed and recorded.
 6. The voltage and frequency overshoot shall be recorded.
 7. The time delay on transfer to emergency power for each switch shall be recorded. Life safety and critical branch transfer switches must transfer within 10 seconds.
 8. The time taken to achieve a steady-state condition with all switches transferred to the emergency position shall be observed and recorded.
 9. The voltage, frequency, and amperes shall be recorded.
 10. The prime mover oil pressure and water temperature shall be recorded, where applicable.
 11. The battery charge rate shall be recorded at 5-minute intervals for the first 15 minutes and at 15 minute intervals thereafter.
 12. A load shall be applied for a 4-hour, full load test. The building load shall be permitted to serve as part or all of the load, supplemented by a load bank of sufficient size to provide a load equal to 100 percent of the nameplate rating of the Emergency Power Supply (EPS), less applicable derating factors for site conditions..
 13. When primary power is returned to the building or facility, the time delay on retransfer to primary for each switch with a minimum setting of 5 minutes shall be recorded.
 14. The time delay on the prime mover cool down period and shutdown shall be recorded.
 15. Allow prime mover to cool for 5 minutes.

**MODOT
EQUIPMENT PREPURCHASE**

16. The load test with building load, or other loads that simulate the intended load, shall be continued for 2 hours, observing and recording load changes and the resultant effect on voltage and frequency
 17. The full load test shall be initiated immediately after the cooling time has expired by any method that starts the prime mover and, immediately upon reaching rated rpm, picks up 100 percent of the nameplate kW rating on one step, less applicable derating factors for site conditions.
 18. During test, record the following at 5-minute intervals for the first 15 minutes and every 15 minutes for the rest of the test:
 - a. Kilowatts
 - b. Amperes
 - c. Voltage
 - d. Frequency
 - e. Coolant temperature
 - f. Enclosure temperature (interior)
 - g. Oil pressure
 - h. Engine exhaust temperature
 - i. Engine inlet temperature
 - j. Oil Temperature
 - k. Battery charge rate
 19. Upon completion of the test and after a cool down period, the crank/rest cycle shall be tested.
 - a. Any method recommended by the manufacturer for the cycle crank test shall be utilized to prevent the prime mover from running.
 - b. The control switch shall be set at "run" to cause the prime mover to crank.
 - c. The complete crank/rest cycle shall be observed and recorded.
 20. Test alarm and shutdown circuits as typically performed by the generator supplier.
- B. Testing documentation shall be submitted to the Engineer for review and approval.
- C. Generator testing worksheets are included with this specification section.

3.5 MANUFACTURER'S FIELD SERVICES

- A. Prepare, start, test, and adjust systems.

3.6 ADJUSTING

- A. Adjust generator output voltage and engine speed.

3.7 DEMONSTRATION

- A. Provide systems demonstration. Coordinate the demonstration schedule with the owner and architect/engineer.
- B. Describe loads connected to emergency and standby systems and restrictions for future load additions.
- C. Simulate power outage by interrupting normal source, and demonstrate that system operates to provide emergency and standby power.

**MODOT
EQUIPMENT PREPURCHASE**

3.8 TRAINING

- A. The supplier of the electric generating plant and associated items covered herein shall provide factory trained field service engineer to provide a comprehensive training of site personnel for a minimum of 4 hours.

SECTION 16622 - ATTACHMENT A
MAINTENANCE REQUIREMENTS

√ **LEVEL 1 MAINTENANCE – SEMI ANNUAL**

Electrical System

- √ Check Battery Electrolyte Level and Condition
- √ Check and Record Battery Voltage Reading
- √ Clean Battery Posts and Terminals
- √ Clean Battery Exterior Case
- √ Check Battery Charger Operation and Rate

Lubrication System

- √ Check Engine Oil Level
- √ Check Engine for Oil Leaks
- √ Visually Inspect Oil

Cooling System

- √ Check Coolant Level
- √ Check for Coolant Leaks
- √ Check Coolant Hose Condition
- √ Visual Inspection of Coolant Condition
- √ Check Coolant Conditioner Level
- √ Check Antifreeze Protection Level
- √ Check Condition of Belts
- √ Check Jacket Water Heater Operation
- √ Inspect Radiator Core
- √ Inspect Radiator Cap

Fuel System

- √ Check Level of Fuel Storage Tank
- Check Level of Fuel Day Tank (if applicable)
- Check Fuel Day Tank Operation
- √ Check Fuel Pressure
- √ Check for Fuel Leaks
- Drain Water and Sediment from Above Ground Fuel Tank
- Check Governor Fluid Levels
- Check Governor Linkages

Air Induction and Exhaust System

- √ Check Air Filter Element

√ **LEVEL 2 MAINTENANCE - ANNUAL**

√ **4 Hour Resistive Load Bank Test w Reports**

Electrical System

- √ Check Battery Electrolyte Level and Condition
- √ Check and Record Battery Voltage Reading
- √ Clean Battery Posts and Terminals
- √ Clean Battery Exterior Case
- √ Check Battery Charger Operation and Rate

Lubrication System

- √ Check Engine Oil Level
- √ Check Engine for Oil Leaks
- √ Visually Inspect Oil
- √ Change Oil and Oil Filters
- √ Take Oil Sample
- √ Remove Waste Oil From Customer's Location

Cooling System

- √ Check Coolant Level
- √ Check for Coolant Leaks
- √ Check Coolant Hose Condition
- √ Visual Inspection of Coolant Condition
- √ Check Coolant Conditioner Level
- √ Check Antifreeze Protection Level
- √ Check Condition of Belts
- √ Check Jacket Water Heater Operation
- √ Inspect Radiator Core
- √ Inspect Radiator Cap
- √ Replace Coolant Filter (if applicable)

Fuel System

- √ Check Level of Fuel Storage Tank
- Check Level of Fuel Day Tank (if applicable)
- Check Fuel Day Tank Operation
- √ Check Fuel Pressure
- √ Check for Fuel Leaks
- Drain Water and Sediment from Above Ground Fuel Tank
- Check Governor Fluid Levels
- Check Governor Linkages
- √ Replace Fuel Filters

Air Induction and Exhaust System

- √ Check Air Filter Element

**MODOT
EQUIPMENT PREPURCHASE**

- √ Inspect Air Intake Piping and Intake Manifold
- √ Inspect Operation of Air Intake Fans or Louvers
- Inspect Turbocharger Compressor Wheel
- Check Turbocharger Shaft End Play
- √ Inspect Exhaust System for Leaks
- √ Check Condition of Silencer
- √ Check Rain Cap

Generator

- √ Remove Cover and Inspect Generator Components
- √ Check Generator Strip Heater (if applicable)
- √ Inspect Bearing and Bracket, and Lubricate

Engine Protection Devices

- √ Check Engine Overcrank Safety
- √ Check Engine Overspeed Safety
- √ Check Engine Low Oil Pressure Shutdown
- √ Check Engine High Water Temperature Shutdown
- √ Check Control Panel Gauges and Warning Lights
- Check Remote Annunciator (if applicable)

Engine Mounts

- √ Inspect for Proper Installation and Loose Fasteners

System Operational Checks

- √ Check Engine for Coolant Leaks
- √ Check Engine for Oil Leaks
- √ Check Alternator Output (if applicable)
- √ Check for Unusual Noises or Vibrations
- √ Record Engine Oil Pressure
- √ Record Engine Coolant Temperature
- √ Record Engine RPM
- √ Record Generator Frequency
- √ Record Generator Voltage

Transfer Switch

- √ Transfer Load to Generator (Optional) Verify Operation
- √ Record Amperage Under Load

Post Run Checks

- √ Check Engine Oil Level
- √ Check Engine Coolant Level
- √ Return System to Auto Mode
- √ Return Area to Condition it was in upon arrival

- √ Inspect Air Intake Piping and Intake Manifold
- √ Inspect Operation of Air Intake Fans or Louvers
- √ Inspect Turbocharger Compressor Wheel
- √ Check Turbocharger Shaft End Play
- √ Inspect Exhaust System for Leaks
- √ Check Condition of Silencer
- √ Check Rain Cap

Generator

- √ Remove Cover and Inspect Generator Components
- √ Check Generator Strip Heater (if applicable)
- √ Inspect Bearing and Bracket, and Lubricate

Engine Protection Devices

- √ Check Engine Overcrank Safety
- √ Check Engine Overspeed Safety
- √ Check Engine Low Oil Pressure Shutdown
- √ Check Engine High Water Temperature Shutdown
- √ Check Control Panel Gauges and Warning Lights
- Check Remote Annunciator (if applicable)

Engine Mounts

- √ Inspect for Proper Installation and Loose Fasteners

System Operational Checks

- √ Check Engine for Coolant Leaks
- √ Check Engine for Oil Leaks
- √ Check Alternator Output (if applicable)
- √ Check for Unusual Noises or Vibrations
- √ Record Engine Oil Pressure
- √ Record Engine Coolant Temperature
- √ Record Engine RPM
- √ Record Generator Frequency
- √ Record Generator Voltage

Transfer Switch

- √ Transfer Load to Generator (Optional) Verify Operation
- √ Record Amperage Under Load
- √ Replace Transfer Switch Battery (if applicable)

Post Run Checks

- √ Check Engine Oil Level
- √ Check Engine Coolant Level
- √ Return System to Auto Mode
- √ Return Area to Condition it was in upon arrival

SECTION 16622 - ATTACHMENT B

COMPLIANCE REPORT

Bidder is required to present this compliance document filled out in it's entirety with their bid. MODOT reserves the right to reject any bid that does not INCLUDE the Compliance Report.

Does your bid contain the following?

	YES	NO
Approved manufacturer		
UL2200		
122 degree F ambient rating		
Factory Authorized Trained Certificates on Overhaul and Electrical Repair		
Authorized to provide warranty repair on engine, generator, controls and ATS		
Certified factory letter authorizing warranty repair on engine, generator, controls and ATS		
Service Facility within 200 miles to the site		
5 Year Warranty as specified		
400 kw Engine Rating		
Emission Levels – Guaranteed Not To Exceed Values		
Meets fuel consumption limits		
Transient Response and Recovery Time		
Extended Life Coolant		
Battery CCA of 1300		
Battery Charger minimum 10a		
Engine accessories listed		
Permanent Magnet or IE generator		
Class H insulation		
Oversized 512 kw minimum		
125 deg C over 40 deg C ambient		
Minimum SKVA at 25% voltage dip: 1332		
Maximum Subtransient (X"d) .922 pu		
Control panel as specified.		
Main Circuit Breaker frame and trip		
Load Bank Circuit Breakers (2) frame and trips		
Sound Attenuated Enclosure 74 dbA at 23 feet		
1300 gallon subbase fuel tank minimum		
Site test		
Site training		

END OF SECTION 16622

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" attached as Exhibit A must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

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 the MHTC, (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.

Status of Independent Contractor

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.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC 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 upon request if applicable.

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 MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC 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.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, 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 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:
 - 1) 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. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/qc_1185221678150.shtml
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit B.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit

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of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit C.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.