

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	5-090526FR		
DATE	April 24, 2009		
PAGE NO.	1	NO. OF PAGES	30

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

2:00 PM, LOCAL TIME, MAY 26, 2009

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

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered
Jefferson City, MO

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

BUYER: FRANKIE RYAN

BUYER TELEPHONE: 573-522-9481

ITEM NO.	SUPPLIES OR SERVICES					
	<p>Contract for furnishing “AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS) MAINTENANCE SERVICES” with an effective date of July 1, 2009 through June 30, 2010</p> <p>SEE ATTACHED SPECIFICATIONS, PRICING PAGE, AND ATTACHMENTS A THRU G FOR ADDITIONAL INFORMATION</p> <p>Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.</p>					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned Offeror agrees to furnish and deliver any or all the items on which prices were quoted within the time period noted herein.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

List all agencies your firm is currently certified with.

Form E-103 (Rev. 11-04)

MISSOURI DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS

**AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS) MAINTENANCE SERVICES
RFB 5-090526FR**

General

The Missouri Highways and Transportation Commission (hereinafter referred to as MHTC) intends to secure a contract for Automated Weather Observing Systems (AWOS) Maintenance services.

Services:

The contractor shall provide the following services for MoDOT's twelve (12) operational AWOS units in various areas of the state. The Federal Aviation Administration (FAA) requires maintenance services for these units. The bidder may refer to Attachment A for a complete list of the AWOS sites and Attachment B for a list of airport contacts.

- The facilities shall be maintained in accordance with AC 150/5220-16C and Attachment D Operations and Maintenance Manual (OMM).
- Only FAA authorized maintenance personnel can accomplish repairs on the facilities and return them to service following an outage resulting from a failure of the facility. All routine and non-routine tests, meter readings, and entries to FAA forms shall be performed only by technician(s) holding current FAA Verification Authority on the specific type equipment, as well as any applicable license required by the Federal Communications Commission (FCC)
 - Special order parts will be provided by MoDOT and either drop shipped to the site or MoDOT will pay the contractor mileage and his/her hourly rate to pick up the parts for delivery to the site.
 - Mileage reimbursement for contractor pick-up of MoDOT ordered special parts will be set at the prevailing per mile federal rate at the time of delivery.
 - Bidder is to supply general maintenance parts as part of their per site/per month price.

Payment will be made on the basis of actual maintenance services performed. All cost of performing the contract is included in the payment made for the services performed.

Contract Period

The contract period is anticipated to begin July 1, 2009 through June 30, 2010. MoDOT shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any changes shall be accomplished in writing with mutual agreement and signed by both parties to this contract.

Contract Price

All prices shall be firm and fixed. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall not invoice federal excise tax unless otherwise required under federal law or regulation.

Escalation Clause

In the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the contract period.

Non-employment of Unauthorized Aliens:

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. As provided in Section 285.530(2), RSMo, 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. A copy of the affidavit referenced above is provided within this document.

- a. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in a 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 Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Bid Submittals

In addition to pricing, the bidder shall supply the following information:

1. Experience. The bid must clearly identify the Bidder's experience in offering the services requested in this Request for Bid (RFB) during the past one (1) year. The description should include a list of the agencies which your company has served or currently serves.
2. Personnel:
 - a. Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Bidder.
 - b. Please indicate the name(s) of all personnel who will deliver contract maintenance services.
 - i. **Bidder should include copies of current Verification Authorities for all employees who will conduct maintenance on MoDOT AWOS equipment.**
3. References. Bids should indicate the name, title and telephone number of at least one (1) client within the past three (3) years.

Award

Award will be all or none based on the responsive bidder with the **lowest grand total of the original bid price for each site**. However, the right is reserved to reject any and all bids or award the bid based on the best interest of the Department. Award of this bid does not constitute final acceptance.

PRICING PAGE

The bidder shall provide firm, fixed prices in the table below for the original contract period and maximum prices for each potential renewal period in accordance with the provisions and requirements stated elsewhere herein. **SIGN WHERE INDICATED BELOW AND SUBMIT WITH ALL OTHER BID DOCUMENTATION.**

Price shall be based on a *cost per site/per month.*

Site Location	Original Bid Price per Month	1 st Renewal Price per Month	2 nd Renewal Price per Month	3 rd Renewal Price per Month	4 th Renewal Price per Month
Hannibal	\$	\$	\$	\$	\$
Harrisonville	\$	\$	\$	\$	\$
Lebanon	\$	\$	\$	\$	\$
Malden	\$	\$	\$	\$	\$
Marshall	\$	\$	\$	\$	\$
Maryville	\$	\$	\$	\$	\$
Mexico	\$	\$	\$	\$	\$
Moberly	\$	\$	\$	\$	\$
Nevada	\$	\$	\$	\$	\$
Piedmont	\$	\$	\$	\$	\$
Sullivan	\$	\$	\$	\$	\$
Warsaw	\$	\$	\$	\$	\$
GRAND TOTAL	\$	\$	\$	\$	\$

HOURLY RATE: List the PER HOUR RATE for which payment would be sought for any additional work requested by MoDOT that is outside the scope of services associated with the bid. Additional work may also take the form of the Contractor picking up MoDOT's special order parts for delivery to the work site.

\$ _____ -- hourly rate

Vendor Business Name: _____

Name and Signature: _____

ATTACHMENT A

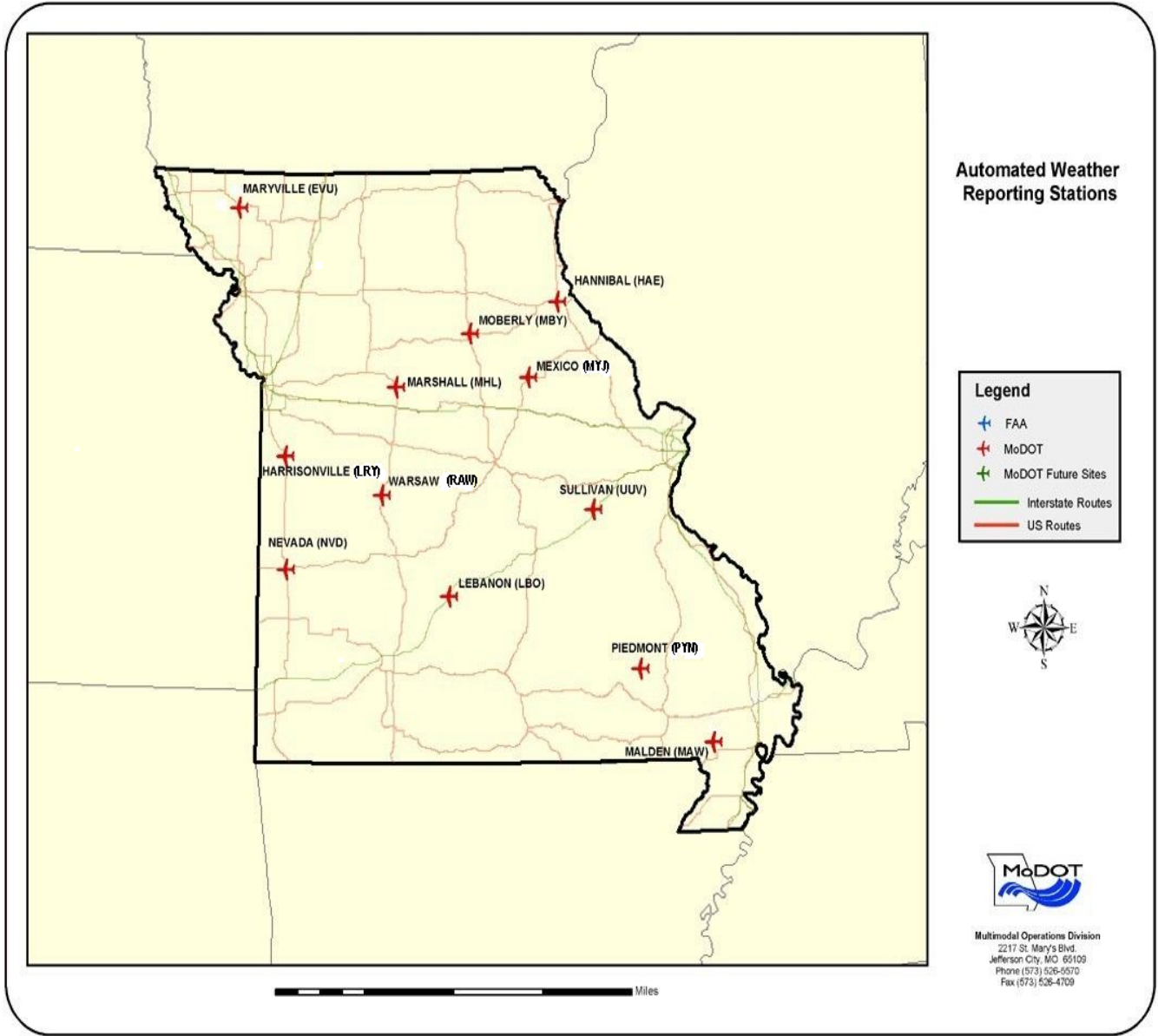
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MoDOT AWOS Airport Sites



<u>Location</u>	<u>Name</u>	<u>County</u>	<u>FAA ID</u>	<u>Phone #</u>	<u>Radio Frequency</u>	<u>AWOS Type</u>
Hannibal	Hannibal Municipal	Marion	HAE	573-221-0111	120.775	AWOS-III-P-T
Harrisonville	Lawrence Smith Memorial	Cass	LRY	816-380-5039	119.975	AWOS-III-P-T
Lebanon	Floyd W. Jones	Laclede	LBO	417-532-7879	118.975	AWOS-III-P-T
Malden	Malden Municipal	Dunklin	MAW	573-276-2279	119.825	AWOS-III-P-T
Marshall	Marshall Memorial Municipal	Saline	MHL	660-886-2225	118.675	AWOS-III-PT
Maryville	Northwest Missouri Regional	Nodaway	EVU	660-562-8001	118.225	AWOS-III-P-T
Mexico	Mexico Memorial	Audrain	MYJ	573-581-2100	120.575	AWOS-III-P-T
Moberly	Omar N. Bradley	Randolph	MBY	660-269-8705	120.025	AWOS-III-P-T
Nevada	Nevada Municipal	Vernon	NVD	417-448-2700	119.175	AWOS-III-P-T
Piedmont	Piedmont Municipal	Wayne	PYN	573-223-7660	118.475	AWOS-III-P-T
Sullivan	Sullivan Regional	Franklin	UUV	573-468-4612	119.375	AWOS-III-P-T
Warsaw	Warsaw Municipal	Benton	RAW	660-438-5522	118.325	AWOS-III-P-T

ATTACHMENT A
Page 2 of 2
AWOS LOCATIONS



**ATTACHMENT B
AIRPORT CONTACTS**

AIRPORT MANAGERS & EMAIL ADDRESS

LOCATION	MANAGER	MANAGER PHONE	EMAIL
Hannibal	Mike Barron	573-221-3230	mbarron@classicaircraft.com
Harrisonville	James Green	816-380-5039	airport@ci.harrisonville.mo.us
Lebanon	Dave Ward	417-532-7879	pdward2@earthlink.net
Malden	Barbara Crayne	573-276-2279	malden@maldenmo.com
Marshall	Bill Anderson	660-886-9855	municipalservices@mmuonline.net
Maryville	Kevin Rankin	660 582-3791	jrankin50@hotmail.com
Mexico	Jay Jacobi	573-581-0162	jacobi@maain.com
Moberly	Tom Sanders	660-269-8705	tsanders@cityofmoberly.com
Nevada	Jody Bryson	417-448-2752	ajackson@sofnet.com
Piedmont	Bill McMurry	573-223-4528	billymc@cityofpiedmont.com
Sullivan	Larry Cuneo	573 468-2631	reinhold@fidnet.com
Warsaw	Betty Brumbaugh	660-438-5522	cityclerk@welcometowarsaw.com

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ATTACHMENT C

Automated Weather Observing Systems (AWOS) for Non-Federal Application

Please refer to the Federal Aviation Administration's (FAA) Advisory Circular Number 150/5220-16C for information on the FAA standards for non-Federal AWOS. The below link will take the Bidder to the on-line posting of this circular.

http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/media/150-5220-16C/150_5220_16c.pdf

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ATTACHMENT D

MEMORADNDUM OF UNDERSTANDING
AND OPERATIONS MANUAL

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE
FEDERAL AVIATION ADMINISTRATION
AND
(enter city, or airport)

In accordance with the requirements of Federal Aviation Administration (FAA) Advisory Circular (AC) number 150/5220-16C, and the enclosed Operations and Maintenance Manual (OMM), dated *(enter date)* the City of *(enter city and state)* having installed the *(enter facility ident)* Automated Weather Observing System (AWOS) at *(enter airport and city and state)*, hereby accepts the enclosed OMM as approved by the Federal Aviation Administration (FAA).

The undersigned agree to operate and maintain the above facility in accordance with all applicable FAA requirements, standards, and criteria governing such facility, including those requirements contained in the AC 150/5220-16C, and the enclosed OMM.

The FAA reserves the right to amend the OMM to reflect changes in FAA operating policies and procedures. Such amendments shall be effective 10 days following the mailing of the written notification to the owner or sponsor and the maintenance technician identified in the OMM.

At any time that the person (s) identified as the maintenance technician (s) in the OMM, are no longer performing the functions indicated, the FAA shall be notified within 10 working days.

The undersigned understand that non-compliance with the above requirements will be grounds for NOTAMing the facility out-of-service and/or cancellation of FAA approved instrument flight rules (IFR) procedures.

With regard to any liability which may arise from the use and/or the operations of this facility, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own agents or employees in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its agents or employees.

Signature: _____ Date: _____
(Owner or Designated Representative)

Signature: _____ Date: _____
(FAA Representative)

Enclosure: Operations and Maintenance Manual

**OPERATIONS AND MAINTENANCE MANUAL FOR
AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS)
WITHIN THE FAA CENTRAL REGION**

This manual is prepared to fulfill the requirements of FAA AC 150/5220-16C.

Operations and Maintenance Manual Approved:

(Federal Aviation Administration Representative)

(Date)

Dean A. Christy
Acting Manager, Engineering Services,
Central Service Area

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Copies of actual facility record forms do not have to be filed within the OMM.

PART I

OPERATIONAL REQUIREMENTS

1. THE FACILITY

Description: The automatic weather reporting system and associated transmitter for this facility are described in Attachment 1.

2. TRANSMITTER LICENSE

A copy of the current Federal Communications Commission (FCC) license for the operation of the Automated Weather Observing System (AWOS) associated transmitter is to be posted near the transmitter. It is to be kept up to date as per FCC requirements, and a copy is to be provided to the FAA Regional Non-Federal Program Office.

Frequency and power authorization is subject to modification without hearing if, in the opinion of the FCC, such action is necessary.

3. COMMISSIONING

The facility will be commissioned after engineering and flight analysis have established that the installation and performance are satisfactory.

4. MAINTENANCE

a. General: The facility shall be maintained in accordance with Attachment 1 of this manual.

1. Record all routine maintenance checks and all non-routine checks and repairs in the Facility Maintenance Log, FAA Form 6030-1.

2. List all interruptions in-service on the FAA Form 6030-1, stating time of shutdown, time of restoration, parts used, and recommendations for correction, if any. FAA Form 6030-1 is to be kept in duplicate. At the end of each calendar month in which maintenance is accomplished, the copy of the log is to be mailed to the FAA in accordance with Part II (Paragraph 1e). The original log page should be filed at the facility.

3. All instruction books, logs, and AWOS data records are to be kept in the transmitter or computer structure/office and constitute a history of this facility.

4. Changes and maintenance bulletins will be provided to the maintenance technician for reading and action before filing.

5. Improvements in maintenance brought about by progress in the "State-of-the-Art" shall be incorporated by the owner, at the owner's expense, when required by the FAA.

6. Test instruments must be capable of accurately measuring the appropriate technical standards and tolerances to be used for facility verification. This test equipment must meet FAA requirements and be calibrated in accordance with manufacturer's recommendations, using standards traceable to the National Institute of Standards and Technology.

7. The owner shall provide a stock of spare parts sufficient to allow prompt replacement of components that fail or deteriorate in-service.

b. Maintenance Personnel: The maintenance personnel listed in the current Attachment 1, Facility Reference Data Sheet, have been verified by the FAA to perform the above mentioned duties in the operation of this AWOS. Only the technician(s) holding current Verification Authority on the specific type equipment will perform all routine and non-routine tests, meter readings, and entries to FAA forms.

Only FAA authorized maintenance personnel can accomplish repairs on this facility and return it to service following an outage resulting from a failure of the facility. Following a failure that has been reported to the FAA Flight Service Station, the technician shall notify the FSS when normal operation has been restored.

The employment of a new or an additional technician will require that the person be verified by the FAA prior to assuming maintenance responsibilities. This verification will require passing a written or oral examination on theory and operation as well as an Equipment Performance Examination covering the maintenance of the Automatic Weather Reporting Facility.

c. 1. Definitions:

a. Notice to Airmen (NOTAM): A notice containing the establishment, condition or change in any aeronautical facility, service, procedure, or hazard, the timely knowledge of which is essential to personnel concerned with flight operations.

b. Message NOTAM: A message NOTAM is a message prefixed with the contraction "NOTAM" and containing information essential to the safety and efficiency of flight, sufficiently important to require dissemination by telecommunications.

2. Deviation from normal facility operation as listed in paragraph F(1-7) of this section is to be promptly and accurately publicized by message NOTAMs. This facility shall not be publicized as operating normally if reasonable doubt of normalcy exists. The person responsible for equipment maintenance shall be notified immediately of reports concerning irregular operation of this facility by pilots or other persons or offices detecting the irregularity.

3. Changes in the operating status of this facility, as listed in Paragraph F(1-7), are to be reported by the maintenance technician responsible for the operation of said station to the FAA Automated Flight Service Station (AFSS) listed in Attachment 1, who in turn, shall transmit such information in the form of a message NOTAM (D) or message to publishers of flight data as required.

d. Shutdowns: In the event that this facility is to be shutdown for routine maintenance, a NOTAM will be sent. This shutdown request is to be approved by the AFSS prior to shutting the facility down; and, normally maintenance should be performed when the following conditions exist:

1. Interruptions should be confined to daylight hours.

2. The interruption of service is to be coordinated with the AFSS listed in Attachment 1. Notification will be made so that the notice of shutdown or interruption will be published at least 5 hours in advance whenever possible.

3. If an emergency shutdown is required, whenever possible, provide at least 1 hour's advance notice prior to shutdown so that the appropriate NOTAM may be sent.

4. The advance notification of interruption will state the specific time it will occur and the facility must not be shutdown until that specified time. The owners shall require the facility to be shutdown immediately upon receipt of two successive user reports of malfunction.

e. Scheduled Maintenance Outages:

The maintenance technician-of-record shall coordinate with the AFSS before accomplishing any routine maintenance that will affect a sensor reading, the transmitter, or the date/time group, except routine cleaning of lenses, and then notify the AFSS of the AWOS restoration when finished. The technician shall log these coordination and facility outage occurrences in the FAA Form 6030-1 log and make an "AWOS Verified" statement if an adjustment was made that may have affected a calibration parameter or at the completion of annual performance revalidation checks.

The specified non-Fed AWOS owner/sponsor can contact the AFSS and shutdown their specific AWOS, if necessary and if the maintenance technician is not available. Restoration can only be accomplished by the owner/sponsor if no sensor or verifiable parameters were affected during the shutdown; otherwise, the maintenance technician will need to verify system performance prior to restoration.

f. **Unscheduled AWOS Outages:**

AWOS monitor locations noting any problems with the AWOS should notify the appropriate sponsor's maintenance technician.

The maintenance technician shall take appropriate investigative and corrective action as needed.

The technician shall notify the AFSS anytime it is found that the AWOS is out-of-service, out-of-service for IFR procedures, the published voice telephone service is not available, the AWOS radio transmissions are not being provided, or any inaccurate sensor information is being provided as part of the weather report and the problem cannot be corrected within one minute. These conditions are defined as:

1. Loss of entire AWOS due to loss of AC power at any airport. This constitutes a full AWOS outage. An "AWOS NOT AVBL" NOTAM will be issued.
2. Loss of date/time group at any airport. This constitutes a full AWOS outage. A NOTAM that "AWOS NOT AVBL" or "AWOS-A NOT AVBL."
3. Loss of altimeter at any airport. The AWOS is operational but is considered out-of-service for IFR approaches. A NOTAM will be issued "AWOS-3 ALSTG NOT AVBL" or "AWOS-A NOT AVBL."
4. Loss of AWOS radio transmissions at any airport. The AWOS information would not be available to aircraft on the AWOS radio's frequency. A NOTAM will be issued "AWOS-3 (VHF radio frequency) NOT AVBL".
5. Loss of published AWOS voice telephone service at any airport. The AWOS information would not be available to the user via the published telephone number. A NOTAM (L) will be issued "AWOS-3 (telephone number) NOT AVBL."
6. Loss of, or inaccurate visibility or wind data at airports with FAR Part 121 or 135 operations. The AWOS is considered out-of-service for Part 121 and 135 IFR approaches. A NOTAM will be issued to that effect; "AWOS-3 WIND UNRELBL" or "AWOS-3 VSBY UNRELBL."

7. A NOTAM will not be issued for "missing" report elements other than the reasons listed in subparagraphs 1-6. However, sensors continuing to provide unreliable and/or in-accurate ceiling, visibility, wind, temperature, or dew point as part of the weather report shall have a NOTAM issued as per FAA Order 7930.2D, paragraph 6-51A3.

Following the repair, the maintenance technician shall notify the FSS of the restoration and complete the repair action, coordination, and "AWOS VERIFIED" entries in the FAA Form 6030-1 log.

If the AFSS is notified by the maintenance technician-of-record they will issue or re-send the appropriate NOTAM.

If the AFSS is notified by two or more aircraft/users of an AWOS fault meeting the paragraph F(1-7) criteria, the AFSS will issue the appropriate NOTAM and notify the maintenance technician-of-record.

If a monitor location cannot contact the maintenance technician concerning an AWOS problem meeting the paragraph F(1-7) criteria, the appropriate AFSS should be notified of that fact and of the AWOS problem. The AFSS will treat this input as a user's input and will act accordingly.

5. OPERATION:

The AWOS should not be removed from service without contacting the AFSS. The Region's Non-Federal Facility Program Manager or Coordinator should also be notified if the AWOS is out-of-service for more than 30 days.

6. PHYSICAL SECURITY:

The transmitter/computer equipment is to be kept locked when not attended by the maintenance technician.

7. MODIFICATIONS:

The owner shall submit to the FAA for approval any proposed modifications to the facility and must not permit any modifications to be performed without specific FAA approval. Approved modifications shall be attached to this manual. Neither the transmitter nor the antenna will be relocated without prior FAA approval.

PART II

MAINTENANCE REQUIREMENTS

1. General.

a. The facility shall be installed and maintained in accordance with AC 150/5220-16C, the manufacturer's instruction books, and this manual.

NOTE: The maintenance schedules and requirements referred to in this OMM are to be considered the minimum level of maintenance.

b. Forms and publications required for maintenance of the facility will be provided by the FAA. Where available, automatic printouts of the Remote Maintenance Monitoring System (RMM) will be used in lieu of filling out forms.

c. If a maintenance technician is not available for any reason, or if the maintenance schedules, as set forth in FAA maintenance procedures (see above) are not adhered to, the equipment shall be removed from service unless the owner or the owner's designated representative has coordinated the exact circumstances with the FAA. Vacation schedules, for example, must be scheduled in this manner if they conflict with maintenance schedules.

d. Facility Requirements Performance and Adjustment Data Forms, called Record of Meter Readings and Adjustments, Form FAA 198, shall be filled out by the owner or the owner's designated representative at the time of the facility commissioning. One copy must be kept in the permanent records of the facility, and one copy must be sent to the appropriate FAA Office. The owner, or the owner's representative, must revise the data after any major repair, modernization, or retuning, to reflect an accurate record of facility operation and adjustment. In the event the data is revised, the owner or owner's representative must notify the appropriate FAA Office as soon as practical, and forward copies of the revisions to the appropriate FAA Office within 10 working days.

e. Facility Maintenance Log, FAA Form 6030-1, is a permanent record of all the activities required to maintain the facility. The entries must include all malfunctions encountered in maintaining the facility, including information on the kind of work and adjustments made, equipment failures, causes (if determined) and corrective action taken. In addition, the entries must include statements describing completion of periodic maintenance activities required to maintain the facility, facility verification statements, and NOTAM information. *An AWOS verification statement must be entered on a*

periodic basis, and before returning the system to service following any outage or maintenance that may have affected a verifiable parameter. The owner, or owner's representative must keep the original of each form at the facility and send the yellow copy to the appropriate FAA office within 10 working days after the end of each month in which it is prepared. The log page may be closed out at the end of each visit if needed, to prevent having to make a special trip to the facility just to retrieve a log page.

f. Technical Performance Record (TPR), FAA Form 6000-8 Continuation or Temporary Record/Report Form, FAA Form 6600-6 VHF/UHF Air/Ground Receivers/Transmitters, and CE 6000 Form Vaisala AWOS Maintenance Log, (see Attachment 3), contains a record of system parameters recorded in each scheduled visit to the facility. The owner or the owner's representative shall keep the original of each month's record at the facility and send a copy of the form to the appropriate FAA Office semi-annually.

g. Improvements in maintenance procedures or equipment brought about by system growth or change in the state-of-the-art, in order to generally improve the service provided the flying public, shall be funded and incorporated by the owner/sponsor following coordination with the FAA. An addendum to the operations and maintenance manual, approved by the FAA, shall be completed, if necessary.

h. The owner shall submit to the FAA, for approval, any proposed modifications to the facility and shall not permit any modifications to be performed without specific FAA approval.

i. Neither the transmitter nor the antenna will be relocated without FAA approval. No construction is to be planned in the vicinity that may alter or affect the facility without first coordinating with the FAA. Receiver monitors shall not be removed or relocated without FAA approval.

2. Submission of Reports or Information. Any reports or information to be submitted to the FAA shall be addressed to:

FEDERAL AVIATION ADMINISTRATION, ACE-471
NON-FEDERAL FACILITY COORDINATOR
901 LOCUST STREET, SUITE 200
KANSAS CITY, MISSOURI 64106
Telephone No. (816) 329-3480

Supplies of report forms shall be procured from the same office.

3. Physical Security. The facility shall be kept locked at all times. Normal protection shall be provided to ensure that unauthorized personnel do not have access to the equipment.

4. Flight Inspections.

a. Flight inspections will be performed as stipulated in AC 150/5220-16C. The owner/operator shall provide ground-to-air communications on 135.85 or 135.95 MHz for flight inspection when required.

5. Ground Inspections.

a. FAA technical ground inspection will be accomplished on a periodic basis. Prior notification of these inspections will be given to the owner's representatives.

b. The FAA may conduct a follow-up inspection when needed to ensure that satisfactory corrective action has taken place to overcome previously noted problems, and when a facility may have been a factor in an aircraft accident/incident. (See Part III).

6. Safety. Occupational Safety and Health Administration requirements should be followed to assure personnel safety.

PART III

AIRCRAFT ACCIDENT/INCIDENT PROCEDURES

1. Notification. Upon a determination by FAA that a non-Federal facility may have been involved in an aircraft accident/incident, the FAA will notify the owner/sponsor listed in Attachment 1.

2. Facility Evaluation.

a. The non-Federal facility technician and the owner/sponsor or his/her representative shall promptly evaluate the performance of the facility in accordance with procedures outlined herein and the applicable maintenance technical handbook or other approved instructions. The FAA shall act as an observer to this evaluation unless waived by the FAA Airway Facilities Accident Representative. When the requirement for an FAA observer is waived, the FAA will inspect the facility within a reasonable period (usually 72 hours) of the accident.

b. The evaluation team shall measure and record as-found data required by the maintenance technical handbook(s) or other approved instructions. No adjustments shall be made when collecting required data. Should any measurement exceed standards or tolerances, the FAA Airway Facilities Aircraft Accident Representative shall be notified, and a determination will be made regarding temporary removal of the facility from service and/or the need for flight inspection.

3. Documentation Requirements. All required data shall be on applicable FAA Form 6XXX-XX, (see Attachment 3), and FAA Form 6030-1. Where available, automatic printouts at the Remote Maintenance Monitoring System (RMMS) will be used in lieu of filling out forms. The following statement shall be included on these forms:

"I verify that the above is a true record of the as-found conditions of
the _____ at _____."
(Identifier/Facility type, at Specific Date and Time)

Signature: _____
(Facility Technician)

(Title): _____

Signature: _____
(Owner/Sponsor or Representative)

(Title) _____

Signature: _____
(FAA Observer)

(Title) _____

In the event that a facility flight inspection is to be performed as a result of an accident, inspection parties shall record on FAA Form 6030-1, 6000-8, 6600-6, and Vaisala AWOS CE 6000 Form:

- a. As-found conditions before the flight inspection.
- b. Concise description of all adjustments made during the flight inspection.
- c. As-left conditions following the flight inspection.

Copies of all records shall be forwarded to the FAA for review. In the event that an accident package is required and the non-Federal facility documentation is required as part of that package, the owner/sponsor shall take the originals of such documentation into custody. This documentation shall not be made available to third parties without the knowledge and approval of the FAA.

ATTACHMENT 1

FAA ACE-471 Non Federal Coordinator
901 Locust Street, Suite 200
Kansas City, MO 64106
(816) 329-3480

Revised: _____
Reference #: _____

NONFEDERAL FACILITY DATA - AWOS

- 1. Location (City & State): _____ Identifier: _____
- 2. Equipment Type _____ Frequency : _____ MHz
- 3. Facility Name (If different than City) _____
- 4. Airport Name _____ FCC Call Sign: _____
- 5. Facility Elevation (MSL): _____ ft. FCC Licensed Power _____
- 6. Location of Facility (Identified by distance from approach end of runway) _____

_____ Top of Antenna (MSL): _____ ft.

North Lat. _____ ' _____ " _____ West Long. _____ ' _____ "
NAD: _____

- 7. Associated Air Route Traffic Control Center: _____ Telephone: _____
- 8. Tie-in Flight Service Station: _____ Telephone _____
- 9. Maintenance Control Center: _____ Telephone _____
- 10. Facility Sponsor

Sponsor's Representative:

Name/Title _____
Telephone (Work) _____ (Home) _____
Address _____

Reference #:

- 11. Maintenance Technician: _____ FAA Technician ID #: _____
Name _____ FCC License # _____
Telephone (Work) _____ (Home) _____
Address _____

Additional Technician: _____

ATTACHMENT 2

MAINTENANCE TASKS AND TOLERANCES

Review AC 150/5220-16C, paragraph 37, and the tolerances in this manual, and/or Manufacturer's Instruction Books for specific tasks and schedules.

FAA Order 6560.13 () contains the tolerances, maintenance requirements, and task intervals for FAA owned or maintained AWOS Systems.

On any given model type of AWOS system, the manufacturer may have suggested and received FAA approval for additional checks to be made, or for tasks to be accomplished more often, or for tighter tolerances to apply. Please refer to the manufacturer's maintenance handbook for this guidance.

Annual FAA inspections will normally require accomplishment of all semiannual and annual AWOS performance checks during the inspection.

STANDARDS AND TOLERANCES

Parameter	Standard	Tolerance
Wind speed Indicators.	+/- 1.5 knots or +/- 5% Which ever is larger	Same
Wind Direction Accuracy	+/_ 3°	Same
Temperature	+/- 1 ° F	Same
Dew point	+/- 2 ° F	+/- 3° F
Altimeter Setting	+/- .02 inches mercury (in Hg)	Same
Cloud Height Sensor	+/- 100 feet or 5% Which ever is larger	Same
Visibility Sensor	+/- 3% of calibrator standard	Same

Precipitation Sensor	+/- .01 inch resolution	+/- .02 inches or +/- 4% actual
Thunderstorm Sensor	Manufacturer's Recommendation	
CPU Clock		+/- 45 seconds

VHF Transmitter

Frequency	+/- .001%	Same
Power Output	2.5 watts	Upper 3 watts, Lower 2 watts
Modulation	80 percent	65%-95%
VSWR	1.0:1	2.0:1 Maximum Initial 3.0:1 Maximum Operating

UHF Transmitter

Power Output	As Authorized on FCC License Maximum	
Frequency	+/- 2 Kilohertz Maximum	Same
Deviation		2.5 to 8.6 Kilohertz
VSWR	1.0:1	2.0:1 Maximum Initial 3.0:1 Maximum Operating

ATTACHMENT 3

TECHNICAL PERFORMANCE RECORDS

The FAA has approved the use of specific manufacturer's performance record forms for capturing historical data. If desired, the following FAA forms may be used instead.

1. Technical Performance Record (General) FAA Form 6000-8

2. Technical Performance Record (VHF/UHF TX and Receivers) FAA Form 6600-6

3. Vaisala AWOS CE 6000 Form

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ATTACHMENT E

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000
(for joint ventures, a separate affidavit is required for each business entity)**

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 a person whose name is subscribed to this affidavit, 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 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 am the _____ of _____, and I am duly authorized, directed, and/or
title business name

empowered to act officially and properly on behalf of this business entity.

I 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 to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with 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.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 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 this _____ day of _____, 20_____.

Notary Public

My commission expires:

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

ATTACHMENT E (continued)

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:

ATTACHMENT F
PREFERENCE IN PURCHASING PRODUCTS

(SIGN WHERE INDICATED BELOW AND RETURN WITH ALL OTHER BID DOCUMENTATION)

DATE: _____

The offerors attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Proposals received will be evaluated on the basis of this legislation.

All vendors submitting a proposal must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated:

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required):

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For proposals to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

ATTACHMENT G

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

(SIGN WHERE INDICATED BELOW AND RETURN WITH ALL OTHER BID DOCUMENTATION)

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RSMo

Vendor Business Name: _____

Name and Signature: _____

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 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

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

in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

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

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A 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.

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- 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.
 - 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.

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Status of Independent Contractor

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Insurance [4/13/09-Per Risk Mgmt, should keep the limits at \\$500,000/\\$3,000,000. These are the same limits that other public entities require contractors to have. F.Ryan](#)

- (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- 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.

Required Specifications

- a. All services bid upon must comply with the attached MoDOT Operations and Maintenance Manuals and any other provisions outlined in the solicitation documents.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

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.
- c. The AWOS units to be maintained under this contract are located on airport property and are operated under a special agreement with the individual airport owners. Contractor shall coordinate with the designated airport contact person when working on airport property.

Award

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

Failure to Execute Contract

- a. Failure to execute the contract within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

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

Additional Requirements

- a. Unless otherwise specified by MoDOT's Aviation Programs Manager, no maintenance will be performed on Saturdays, Sundays and holidays.
- 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.

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 one-hundred dollars (\$100.00) 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.

Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

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
