



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	3/28/11	QUOTE DUE BY:	WEDNESDAY, APRIL 6, 2011 @ 1:00 P.M.	F.O.B. REQUIREMENTS:	DESTINATION
TIME REQUIRED FOR DELIVERY:	30 DAYS ARO	QUOTATION No:	Q10-11362- TB	BUYER NAME /TELEPHONE NUMBER:	TAMMY BAKER 573-472-5369
TO BE DELIVERED NO LATER THAN	5/20/11				
District Mailing Address/Facsimile #:	2675 N. Main P. O. Box 160 Sikeston, MO 63801 FAX: 573-472-5890		Delivery Locations:	Sikeston Signal Shop 111 Edwards Street Sikeston, MO 63801	

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
2	EA	Video Detection Cameras			
1	EA	Cabinet Interface Hardware			
2	EA	Mounting Hardware for Cameras			
		See Attached for Project Details			
		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.			
		Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.			
TOTAL ORDER EXTENSION					

	If checked, the following item is a provision of this quotation.
<input type="checkbox"/>	If this quotation is accepted, the quoting firm will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations for each affected craft and type of workmen. The current General Wage Order may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.

Company Name:	
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All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.

VENDOR NOTES

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VENDOR INFORMATION

Vendor Name /Mailing Address		Vendor Contact Information (including area codes):	
		Phone #:	
		Fax #	
		Cellular #	
Printed Name and Title of Responsible Officer or Employee:		Signature:	

Is your company registered/certified with the State of Missouri as a (please circle):				
Is your firm MBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your firm WBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Would your company like information on becoming a registered/certified MBE/WBE vendor?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

List all agencies your firm is currently certified with?	
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Exhibit A
PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

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

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

Exhibit B
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 Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

Q10-11362-TB Project Special Provisions

A. Purpose:

The intent of RFQ: Q10-11362-TB is to **provide** two Video Detection Cameras and related Interface and Mounting Hardware for the signals at US 67 and MO 32 in Leadington, St. Francois County. The provided cameras must be able to transmit video and sensor data over an existing three-wire power cable.

This **does not** include the installation of any cameras – only providing them to 111 Edwards St., Sikeston, MO 63801.

The Autoscope Solo Terra video detection system shall meet the following specifications:

B. Video Detection - General

This specification sets forth the minimum requirements for a system that monitors vehicles on a roadway via processing of video images. The detection of vehicles passing through the field-of-view of an image sensor shall be made available to a large variety of end user applications as simple contact closure outputs that reflect the current real-time detector or alarm states (on/off) or as summary traffic statistics that are reported locally or remotely. The contact closure outputs shall be provided to a traffic signal controller and comply with the National Electrical Manufacturers Association (NEMA) type C or D detector rack or 170 input file rack standards.

The system architecture shall fully support Ethernet networking of system components through a variety of industry standard and commercially available infrastructures that are used in the traffic industry. The data communications shall support direct connect, [modem,] and multi-drop interconnects. Simple, standard Ethernet wiring shall be supported to minimize overall system cost and improve reliability, utilizing existing infrastructure and ease of system installation and maintenance. Both streaming video and data communications shall optionally be interconnected over long distances through fiber optic, microwave, or other commonly used digital communications transport configurations.

On the software application side of the network, the system shall be integrated through a client-server relationship. A communications server application shall provide the data communications interface between as few as one to as many as hundreds of Machine Vision Processor (MVP) sensors and a number of client applications. The client applications shall either be hosted on the same PC as the communications server or may be distributed over a local area network of PC's using the industry standard TCP/IP network protocol. Multiple client applications shall execute simultaneously on the same host or multiple hosts, depending on the network configuration. Additionally, a web-browser interface shall allow use of industry standard Internet web browsers to connect to MVP sensors for setup, maintenance, and playing digital streaming video.

B-1. System Hardware

The machine vision system hardware shall consist of three components: 1) a color, 22x zoom, MVP sensor 2) a modular cabinet interface unit 3) a communication interface panel. Additionally, an optional personal computer (PC) shall host the server and client applications that are used to program and monitor the system components. The real-time performance shall be observed by viewing the video output from the sensor with overlaid flashing detectors to indicate the current detection state (on/off). The MVP sensor shall optionally store cumulative traffic statistics internally in non-volatile memory for later retrieval and analysis.

The MVP shall communicate to the modular cabinet interface unit via the communications interface panel and the software applications using the industry standard TCP/IP network protocol. The MVP shall have a built-in, Ethernet-ready, Internet Protocol (IP) address and shall be addressable with no plug in devices or converters required. The MVP shall provide standard MPEG-4 streaming digital video. Achievable frame rates shall vary from 5 to 30 frames/sec as a function of video quality and available bandwidth.

The modular cabinet interface unit shall communicate directly with up to eight (8) MVP sensors and shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack providing up to thirty-two (32) inputs and sixty-four (64) outputs or a 170 input file rack providing up to sixteen (16) contact closure inputs and twenty-four (24) contact closure outputs to a traffic signal controller.

The communication interface panel shall provide four (4) sets of three (3) electrical terminations for three-wire power cables for up to eight (8) MVP sensors that may be mounted on a pole or mast arm with a traffic signal cabinet or junction box. The communication interface panel shall provide high-energy transient protection to electrically protect the modular cabinet interface unit and connected MVP sensors. The communications interface panel shall provide single-point Ethernet connectivity via RJ45 connector for communication to and between the modular cabinet interface module and the MVP sensors.

B.2 System Software

The MVP sensor embedded software shall incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications, digital video streaming, and vehicle detection processing. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion levels. An embedded web server shall permit standard internet browsers to connect and perform basic configuration, maintenance, and video streaming services.

There shall be a suite of client applications that reside on the host client / server PC. The applications shall execute under Microsoft Windows XP or Vista. Available client applications shall include:

- Master network browser: Learn a network of connected modular cabinet interface units and MVP sensors, display basic information, and launch applications software to perform operations within that system of sensors.
- Configuration setup: Create and modify detector configurations to be executed on the MVP sensor and the modular cabinet interface unit.
- Operation log: Retrieve, display, and save field hardware run-time operation logs of special events that have occurred.
- Software install: Reconfigure one or more MVP sensors with a newer release of embedded system software.
- Streaming video player: Play and record streaming video with flashing detector overlay.
- Data retrieval: Fetch once or poll for traffic data and alarms and store on PC storage media.
- Communications server: Provide fault-tolerant, real-time TCP/IP communications to / from all devices and client applications with full logging capability for systems integration.

C. Functional Capabilities

C.1 MVP Sensor

The MVP sensor shall be an integrated imaging color CCD array with zoom lens optics, high-speed, dual-core image processing hardware bundled into a sealed enclosure. The CCD array shall be directly controlled by the dual-core processor, thus providing high-quality video for detection that has virtually no noise to degrade detection performance. It shall be possible to zoom the lens as required for setup and operation. It shall provide JPEG video compression as well as standard MPEG-4 digital streaming video with flashing detector overlay. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated 22x zoom lens that can be changed using either configuration computer software. The digital streaming video output and all data communications shall be transmitted over the three-wire power cable.

C.1.2 Power

The MVP sensor shall operate on 110/220 VAC, 50/60Hz at a maximum of 25 watts. The camera and processor electronics shall consume a maximum of 10 watts and the remaining 15 watts shall support an enclosure heater.

C.1.3 Detection Zone Programming

Placement of detection zones shall be by means of a PC with a Windows XP or Vista operating system, a keyboard, and a mouse. The PC monitor shall be able to show the detection zones superimposed on images of traffic scenes.

The detection zones shall be created by using a mouse to draw detection zones on the PC monitor. Using the mouse and keyboard, it shall be possible to place, size, and orient detection zones to provide optimal road coverage for vehicle detection. It shall be possible to download detector configurations from the PC to the MVP sensor and cabinet interface module, to retrieve the detector configuration that is currently running in the MVP sensor, and to back up detector configurations by saving them to the PC fixed disks or other removable storage media.

The supervisor computer's mouse and keyboard shall be used to edit previously defined detector configurations to permit adjustment of the detection zone size and placement, to add detectors for additional traffic applications, or to reprogram the MVP sensor for different traffic applications or changes in installation site geometry or traffic rerouting.

C.1.4 Optimal Detection

The video detection system shall optimally detect vehicle passage and presence when the MVP sensor is mounted 30 feet (10 m) or higher above the roadway, when the image sensor is adjacent to the desired coverage area, and when the distance to the farthest detection zone locations are not greater than ten (10) times the mounting height of the MVP. The recommended deployment geometry for optimal detection also requires that there be an unobstructed view of each traveled lane where detection is required. Although optimal detection may be obtained when the MVP is mounted directly above the traveled

lanes, the MVP shall not be required to be directly over the roadway. The MVP shall be able to view either approaching or receding traffic or both in the same field of view. The preferred MVP sensor orientation shall be to view approaching traffic since there are more high contrast features on vehicles as viewed from the front rather than the rear. The MVP sensor placed at a mounting height that minimizes vehicle image occlusion shall be able to simultaneously monitor a maximum of six (6) traffic lanes when mounted at the road-side or up to eight (8) traffic lanes when mounted in the center with four lanes on each side.

C.2 Modular Cabinet Interface Unit

The modular cabinet interface unit shall provide the hardware and software means for up to eight (8) MVP sensors to communicate real-time detection states and alarms to a local traffic signal controller. It shall comply with the electrical and protocol specifications of the detector rack standards. The card shall have 1500 Vrms isolation between rack logic ground and street wiring.

The modular cabinet interface unit shall be a simple interface card that plugs directly into a 170 input file rack or a NEMA type C or D detector rack. The modular cabinet interface unit shall occupy only 2 slots of the detector rack. The modular cabinet interface unit shall accept up to sixteen (16) phase inputs and shall provide up to twenty-four (24) detector outputs.

C.3 Communications Interface Panel

The communications interface panel shall support up to eight MVPs. The communications interface panel shall accept 110/220 VAC, 50/60 Hz power and provide predefined wire termination blocks for MVP power connections, a Broadband-over-Power-Line (BPL) transceiver to support up to 10MB/s interdevice communications, electrical surge protectors to isolate the modular cabinet interface unit and MVP sensors, and an interface connector to cable directly to the modular cabinet interface unit.

The interface panel shall provide power for up to eight (8) MVP sensors, taking local line voltage 110/220 VAC, 50/60 Hz and producing 110/220 VAC, 50/60 Hz, at about 30 watts to each MVP sensor. Two ½-amp SLO-BLO fuses shall protect the communications interface panel.

D. System Installation & Training

The supplier of the video detection system may supervise the installation and testing of the video detection system and computer equipment as required by the contracting agency.

Training is available to personnel of the contracting agency in the operation, set up, and maintenance of the video detection system. The MVP sensor and its support hardware / software is a sophisticated leading-edge technology system. Proper instruction from certified instructors is recommended to ensure that the end user has complete competency in system operation. The User's Guide is not an adequate substitute for practical classroom training and formal certification by an approved agency.

E. Warranty, Service, & Support

For a minimum of two (2) years, the supplier shall warrant the video detection system. An option for additional year(s) warranty for up to 5 years shall be available. Ongoing software support by the supplier shall include software updates of the MVP sensor, modular cabinet interface unit, and supervisor computer applications. These updates shall be provided free of charge during the warranty period. The supplier shall maintain a program for technical support and software updates following expiration of the warranty period. This program shall be available to the contracting agency in the form of a separate agreement for continuing support.

F. Mounting Hardware

The supplier shall provide the mounting hardware required to mount the video detection cameras to a 1-½" diameter riser pipe.

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

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

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

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

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

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

- 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.

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

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

Award

- a. Award of this quote will be based on price, availability and individual part performance.