



**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:	APRIL 22, 2011	QUOTE DUE BY:	APRIL 29, 2011 BY 1:00 PM CST	F.O.B. REQUIREMENTS:	DESTINATION
TIME REQUIRED FOR DELIVERY:	ASAP	QUOTATION No:	Q4-11-016	BUYER NAME /TELEPHONE NUMBER:	TONI TERRY 816-347-4112
TO BE DELIVERED NO LATER THAN:	30 DAYS ARO				
District Mailing Address/Facsimile #:	600 NE COLBERN ROAD LEE'S SUMMIT, MO 64086  <b>FAX – 816-622-0070</b>		Delivery Location:	Missouri Department of Transportation Signal Shop 9101 W. 40 <sup>th</sup> Terrace Kansas City, MO 64133	

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
1	Each	Radar Presence Detector for use on one approach of signalized intersection including pre-assembled backplate.  <b>See attachments for specifications.</b>			

Pricing good on additional units through \_\_\_\_\_

Contact Mark Durham at 816-356-4748 with any questions.

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 fax number 816-622-0070.

**\*\*\*If your bid is in excess of \$25,000, it must be returned as a sealed bid to the following address: MoDOT, 600 NE Colbern Road, Lee's Summit, MO 64086.**

**Please indicate Procurement and the bid number on the outside of the envelope.\*\*\***

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.

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.

**VENDOR NOTES**

**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):	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>Is your firm MBE Certified?</b>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>Is your firm WBE Certified?</b>				
<i>If your company would like more information on becoming a registered/certified MBE/WBE vendor contact Office of Administration's Office of Equal Opportunity toll free at 877-259-2963.</i>				

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

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

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

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

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

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

## MISSOURI 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



# Radar Presence Detector Specifications

**1.0 General.** This item shall govern the purchase of aboveground radar presence detector (RPD) equivalent to the Wavetronix SmartSensor Matrix™.

An RPD detects vehicles by transmitting electromagnetic radar signals through the air. The signals bounce off vehicles in their paths and part of the signal is returned to the RPD. The returned signals are then processed to determine traffic parameters. RPDs are not affected by normal weather and environmental conditions such as rain, wind, snow, dust, etc. They also do not require cleaning and can maintain performance over a wide range of ambient temperatures.

RPDs provide a non-intrusive means of detecting traffic. This property not only makes them safer to install but also more cost effective than sensors that require roadway modifications or placement.

**2.0 Sensor Outputs.** The RPD shall present real-time presence data in 10 lanes.

The RPD shall support a minimum of eight zones.

The RPD shall support a minimum of four channels.

The RPD shall support user-selectable zone to channel mapping.

The RPD shall use AND logic to trigger channels when all selected zones are active.

The RPD shall use OR logic to combine multiple zones to a channel output, and shall have channel output extend and delay functionality.

The RPD algorithms shall mitigate detections from wrong way or cross traffic.

The RPD system shall have fail-safe mode capabilities for contact closure outputs if communication is lost.

**3.0 Detectable Area.**

**3.1 Detection Range.** The RPD shall be able to detect and report presence in lanes with boundaries as close as 6 ft. (1.8 m) from the base of the pole on which the RPD is mounted.

The RPD shall be able to detect and report presence in lanes located within the 100 ft. (30.5 m) arc from the base of the pole on which the RPD is mounted.

**3.2 Field of View.** The RPD shall be able to detect and report presence for vehicles within a 90 degree field of view.

**3.3 Lane Configuration.** The RPD shall be able to detect and report presence in up to 10 lanes.

The RPD shall be able to detect and report presence in curved lanes and areas with islands and medians.

**4.0 System Hardware.** For each approach to be detected, one RPD corner radar shall be used.

**4.1 Preassembled Backplate.** Each RPD shall have a traffic cabinet preassembled backplate with the following:

- AC/DC power conversion
- Surge protection
- Terminal blocks for cable landing
- Communication connection points

The preassembled backplate for the RPD shall be a cabinet side mount or rack mount.

**4.2 Contact Closure Input File Cards.** The RPD shall use contact closure input file cards with 2 or 4 channel capabilities.

The contact closure input file cards for the RPD shall be compatible with industry standard detector racks.

**5.0 Maintenance.** The RPD shall not require cleaning or adjustment to maintain performance.

The RPD shall not rely on battery backup to store configuration information, thus eliminating any need for battery replacement.

Once the RPD is calibrated, it shall not require recalibration to maintain performance unless the roadway configuration changes. The mean time between failures shall be 10 years, which is estimated based on manufacturing techniques.

**6.0 Physical Properties.** The RPD shall not exceed 4.2 lbs. (1.9 kg) in weight.

The RPD shall not exceed 13.2 in. by 10.6 in. by 3.3 in. (33.5 cm x 26.9 cm x 8.4 cm) in its physical dimensions.

All external parts of the RPD shall be ultraviolet-resistant, corrosion-resistant, and protected from fungus growth and moisture deterioration.

**6.1 Enclosure.** The RPD shall be enclosed in a Lexan EXL polycarbonate.

The enclosure shall be classified "f1" outdoor weatherability in accordance with UL 746C.

The RPD shall be classified as watertight according to the NEMA 250 standard.

The RPD enclosure shall conform to test criteria set forth in the NEMA 250 standard for type 4X enclosures. Test results shall be provided for each of the following type 4X criteria:

- External icing (NEMA 250 clause 5.6)
- Hose-down (NEMA 250 clause 5.7)
- 4X corrosion protection (NEMA 250 clause 5.10)
- Gasket (NEMA 250 clause 5.14)

The RPD shall be able to withstand a drop of up to 5 ft. (1.5 m) without compromising its functional and structural integrity.

The RPD enclosure shall include a connector that meets the MIL-C-26482 specification. The MIL-C-26482 connector shall provide contacts for all data and power connections.

**7.0 Electrical.** The RPD shall consume less than 10 W.

The RPD shall operate with a DC input between 9 VDC and 28 VDC.

The RPD shall have onboard surge protection.

**8.0 Communication Ports.** The RPD shall have two communication ports, and both ports shall communicate independently and simultaneously.

Two independent communication ports allow one port to be used for configuration, verification and traffic monitoring without interrupting communications on the dedicated data port.

The RPD shall support the upload of new firmware into the RPD's non-volatile memory over either communication port.

The RPD shall support the user configuration of the following:

- Response delay
- Push port

The communication ports shall support a 9600 bps baud rate.

**9.0 Radar Design.** The RPD shall be designed with a matrix of radars.

The matrix of radars enables the sensor to provide detection over a large area and to discriminate lanes.

**9.1 Frequency Stability.** The circuitry shall be void of any manual tuning elements that could lead to human error and degraded performance over time.

All transmit modulated signals shall be generated by means of digital circuitry, such as a direct digital synthesizer, that is referenced to a frequency source that is at least 50 parts per million (ppm) stable over the specified temperature range, and ages less than 6 ppm per year. Any upconversion of a digitally generated modulated signal shall preserve the phase stability and frequency stability inherent in the digitally generated signal.

This specification ensures that, during operation, the RPD strictly conforms to FCC requirements and that the radar signal quality is maintained for precise algorithmic quality. Analog and microwave components within an RPD have characteristics that change with temperature variations and age. If the output transmit signal is not referenced to a stable frequency source, then the RPD is likely to experience unacceptable frequency variations which may cause it to transmit out of its FCC allocated band and thus will be non-compliant with FCC regulations.

The RPD shall not rely on temperature compensation circuitry to maintain transmit frequency stability.

Temperature-based compensation techniques have been shown to be insufficient to ensure transmit frequency stability.

One reason this type of technique is not sufficient is that it does not compensate for frequency variations due to component aging.

The bandwidth of the transmit signal of the RPD shall not vary by more than 1% under all specified operating conditions and over the expected life of the RPD.

The bandwidth of an RPD directly affects the measured range of a vehicle. A change in bandwidth causes a direct error in the measured range, i.e., a 5% change in bandwidth would cause a range error of 10 ft. (3 m) for a vehicle at 200 ft. (61 m). If the bandwidth changes by more than 1% due to seasonal temperature variations and component aging, then the RPD will need to be frequently reconfigured to maintain the specified accuracy.

**9.2 Antenna Design.** The RPD antennas shall be designed on printed circuit boards.

Printed circuit board antennas eliminate the need for RF connectors and cabling that result in decreased reliability.

Printed circuit antennas are less prone to physical damage due to their extremely low mass.

The vertical beam width of the RPD at the 6 dB points of the two-way pattern shall be 65 degrees or greater.

The antennas shall cover a 90 degree horizontal field of view.

The sidelobes in the RPD two-way antenna pattern shall be -40 dB or less.

Low sidelobes ensure that the performance from the antenna beam widths is fully achieved.

**9.3 Resolution.** The RPD shall transmit a signal with a bandwidth of at least 245 MHz.

The bandwidth of the transmit signal translates directly into radar resolution, which contributes directly to detection performance. For example, an RPD that transmits at a low bandwidth will have low radar resolution, which could cause it to count a single vehicle as two vehicles in adjacent lanes. As another example of the adverse effects of low radar resolution, the response from a sign or other radar target in the roadway may spill over into the lanes of travel and desensitize the radar. In order to achieve the specified detection accuracy in a variety of conditions, the unwound radar resolution cannot be larger than 2 ft. (0.6 m) at the half-power level, which requires a bandwidth of 240 MHz.

The high radar resolution reduces the problem of vehicle responses getting drowned out by brighter vehicles in adjacent lanes and improves performance for moving and stopped vehicles near roadway targets.

**9.4 RF Channels.** The RPD shall provide at least 8 RF channels so that multiple units can be mounted in the same vicinity without causing interference between them.

**9.5 Verification.** The RPD shall have a self-test that is used to verify correct hardware functionality.

The RPD shall have a diagnostics mode to verify correct system functionality.

## **10.0 Configuration.**

**10.1 Auto-configuration.** The RPD shall have a method for automatically defining traffic lanes, stop bars and zones without requiring user intervention. This auto-configuration process shall execute on a processor internal to the RPD and shall not require an external PC or other processor.

The auto-configuration process shall work under normal intersection operation and may require several cycles to complete.

**10.2 Manual Configuration.** The auto-configuration method shall not prohibit the ability of the user to manually adjust the RPD configuration.

The RPD shall support the configuring of lanes, stop bars and detection zones in 1-ft. (0.3-m) increments.

When lanes have variable widths or have variable spacing (e.g. gore between lanes), precise resolution is necessary.

**10.3 Windows® Mobile-based Software.** The RPD shall include graphical user interface software that displays all configured lanes and the current traffic pattern using a graphical traffic representation.

A visual representation of traffic patterns allows an installer to quickly associate specific detections with corresponding vehicles, and it facilitates verification of RPD performance.

The graphical interface shall operate on Windows Mobile, Windows XP, Windows Vista and Windows 7 in the .NET framework.

The software shall support the following functionality:

- Operate over a TCP/IP connection
- Give the operator the ability to save/back up the RPD configuration to a file or load/restore the RPD configuration from a file
- Allow the backed-up sensor configurations to be viewed and edited
- Provide zone and channel actuation display
- Provide a virtual connection option so that the software can be used without connecting to an actual sensor
- Local or remote sensor firmware upgradability

**11.0 Operating Conditions.** The RPD shall maintain accurate performance in all weather conditions, including rain, freezing rain, snow, wind, dust, fog and changes in temperature and light, including direct light on sensor at dawn and dusk.

RPD operation shall continue in rain up to 1 in. (2.5 cm) per hour.

The RPD shall be capable of continuous operation over an ambient temperature range of -40°F to 165.2°F (-40°C to 74°C).

The RPD shall be capable of continuous operation over a relative humidity range of 5% to 95% (non-condensing).

### **12.0 Testing.**

**12.1 FCC.** Each RPD shall be certified by the Federal Communications Commission (FCC) under CFR 47, part 15, section 15.249 as an intentional radiator.

The FCC certification shall be displayed on an external label on each RPD according to the rules set forth by the FCC. The RPD shall comply with FCC regulations under all specified operating conditions and over the expected life of the RPD.

**12.2 NEMA TS 2-2003 Testing.** The RPD shall comply with the applicable standards stated in the NEMA TS 2-2003 standard. Third party test results shall be made available for each of the following tests:

- Shock pulses of 10 g, 11 ms half sine wave
- Vibration of 0.5 g up to 30 Hz
- 300 V positive/negative pulses applied at one pulse per second at minimum and maximum DC supply voltage
- Cold temperature storage at -49°F (-45°C) for 24 hours
- High temperature storage at 185°F (85°C) for 24 hours
- Low temp, low DC supply voltage at -29.2°F (-34°C) and 10.8 VDC
- Low temp, high DC supply voltage at -29.2°F (-34°C) and 26.5 VDC
- High temp, high DC supply voltage at 165.2°F (74°C) and 26.5 VDC
- High temp, low DC supply voltage at 165.2°F (74°C) and 10.8 VDC

**13.0 Manufacturing.** The RPD shall be manufactured and assembled in the USA.

The internal electronics of the RPD shall utilize automation for surface mount assembly, and shall comply with the requirements

set forth in IPC-A-610C Class 2, Acceptability of Electronic Assemblies.

The RPD shall undergo a rigorous sequence of operational testing to ensure product functionality and reliability.

Testing shall

include the following:

- Functionality testing of all internal sub-assemblies
- Unit level burn-in testing of 48 hours' duration or greater
- Final unit functionality testing prior to shipment

Test results and all associated data for the above testing shall be provided for each purchased RPD by serial number, upon request.

**14.0 Support.** The RPD manufacturer shall provide both training and technical support services.

**14.1 Training.** The manufacturer-provided training shall be sufficient to fully train installers and operators in the installation, configuration, and use of the RPD to ensure accurate RPD performance.

The manufacturer-provided training shall consist of comprehensive classroom labs and hands-on, in-the-field, installation and configuration training.

Classroom lab training shall involve presentations outlining and defining the RPD, its functions, and the procedures for proper operation. These presentations shall be followed by hands-on labs in which trainees shall practice using the equipment to calibrate and configure a virtual RPD. To facilitate the classroom presentation and hands-on labs, the manufacturer-provided training shall include the following items:

- Knowledgeable trainer or trainers thoroughly familiar with the RPD and its processes
- Presentation materials, including visual aids, printed manuals and other handout materials for each student

- Computer files, including video and raw data, to facilitate the virtual configuration of the RPD
- Laptop computers or Windows CE handheld devices with the necessary software, and all necessary cables, connectors, etc.
- All other equipment necessary to facilitate the virtual configuration of the RPD

Field training shall provide each trainee with the hands-on opportunity to install and configure the RPD at roadside. Training shall be such that each trainee will mount and align the RPD correctly.

**14.2 Technical Assistance.** Manufacturer-provided technical support shall be available according to contractual agreements, and a technical representative shall be available to assist with the physical installation, alignment, and auto-configuration of each supplied RPD. Technical support shall be provided thereafter to assist with troubleshooting, maintenance, or replacement of RPDs should such services be required.

**15.0 Documentation.** RPD documentation shall include an instructional training guide and a comprehensive user guide as well as an installer quick-reference guide and a user quick-reference guide.

The RPD manufacturer shall supply the following documentation and test results at the time of the bid submittal:

- FCC CFR 47 certification (frequency compliance)
- IED 6100-4-5 class 4 test report (surge)

**16.0 Warranty.** The RPD shall be warranted free from material and workmanship defects for a period of two years from date of shipment.

## Intersection Preassembled Backplate — AC Bid Specification

**1.0 General.** This item shall govern the purchase of a preassembled backplate (PB) equivalent to the Wavetronix Intersection Preassembled Backplate, as part of a system involving a radar presence detector (RPD) system or a continuous tracker advance detector (CTAD) system.

**2.0 Product Description.** The PB shall be a preassembled traffic cabinet backplate that includes the following elements (where multiple models of the same device are listed, their use depends on whether the PB is meant to support two or four sensors): a DC power supply equivalent to the Click!<sup>TM</sup> 202/204; three or five circuit breakers equivalent to the Click! 210/210-02; an AC surge suppression device equivalent to the Click! 230; 1 or 2 system surge protection devices equivalent to the Click! 222; T-bus connectors and end blocks; terminal blocks for sensor cable termination; terminal blocks for AC line input; end blocks for stabilization and spacing; a traffic cabinet backplate as a mounting platform; and necessary cables, including a power cord, ground cable, and patch cables.

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

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Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

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

**Invoicing and Payment**

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

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

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- 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.