

BID FORM

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

REQUEST NO.	1-070214
DATE	January 30, 2007
PAGE NO.	1
NO. OF PAGES	6

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

2:00 PM, LOCAL TIME, FEBRUARY 14, 2007

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, Missouri

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

BUYER: Amy Bailey

BUYER TELEPHONE: 573-522-6188

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contract for furnishing “iSINC Weigh In Motion Machine System Electronics” from date of award throughout the year of 2007, with an option of one (1) year renewals.</p> <p>PLEASE SEE ATTACHED SPECIFICATION, PRICING PAGES AND DELIVERY REQUIREMENTS</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 bidder agrees to furnish and deliver any or all the items on which prices were quoted within (SEE PRICING PAGES) days after receipt of formal purchase order.

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

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. _____

PRICING PAGES

Pricing Page 1 of 1 – 1 pages with a total of 1 item

Contract for furnishing “iSINC Weigh-In-Motion (WIM) System Electronics” from the date of award throughout the year of 2007, with an option of one (1) year renewals. Complete these pages and submit with the signed bid form.

Item #:	Description:	Mfg. No. or Brand	Qty:	Unit of Issue:	Unit Price:	Extended Total:
<p>#1</p>	<p>iSINC Weigh-In-Motion (WIM) System Electronics The iSINC Weigh In Motion (WIM) System Electronics shall be an integrated vehicle information processing package that implements sensor input signal conditioning, system software to transform the inputs into the required outputs and a user interface. The System Electronics shall consist of a WIM Control Unit, Sensor and Output Modules capable of collecting four (4) lanes of classification and two (2) lanes of WIM, interfacing to inductive loops and piezoelectric sensors. Electronics also consist of terminal panels with over-voltage protection for each input and output line, all housed within a weatherproof enclosure. The electronics shall be solar powered and have cellular capability.</p> <p>The system software shall be pre-loaded and automatically start when the system is powered up. The electronics use a modular design based on the Controller Area Network (CAN) communication bus for ease of maintenance, troubleshooting and in-field servicing.</p> <p>SEE ATTACHED PAGES FOR SPECIFICATIONS</p> <p>For bid to be considered, the vendor must include manufacturer, make, model number and descriptive literature of detection system being submitted.</p> <p>Delivery of equipment must be within 30 days of acceptance of purchase order.</p>		<p align="center">2</p>	<p align="center">Each</p>		
TOTAL:						\$

NOTE: Renewal Periods - If the option for renewal is exercised by the Missouri Department of Transportation, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.

- a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.**
- b. Missouri Department of Transportation does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.**
- c. In the event the Missouri Department of Transportation exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.**
- d. Bidders must provide a maximum percentage cost increase for the second and third contract period for these items**

1st Renewal Period
Maximum Percentage
(January 1, 2008 – December 31, 2008)

\$ _____
Maximum percentage per set

BID SUBMITTAL:

Your written bid must be mailed in ***a sealed*** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of:

Ms. Amy Bailey
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65102

All documents must be sealed and the outermost wrapping should be clearly marked "**Bid for iSINC Weigh-In-Motion (WIM) System Electronics**".

PRICES AND QUANTITIES:

Prices must remain firm for the entire contract period stated herein. The quantities shown are estimated requirements for the period specified. The Missouri Department of Transportation reserves the right to increase or decrease quantities as needed.

DELIVERY:

Bids shall be quoted with delivery F.O.B Missouri Department of Transportation at Jefferson City, Missouri. Bidder agrees to furnish and deliver any or all the items on which prices were quoted within THIRTY (30) days after receipt of formal purchase order.

AWARD:

For the purpose of this bid, items will be awarded on "**ALL OR NONE**" basis.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense. ***Failure to comply with the specification requirements may result in bid being subject to rejection.***

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. Failure to use the correct firm name on all bid documents will result in delaying the contract award.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the attachments "Preference in Purchasing Products" and "Missouri Domestic Products Procurement Act" must be submitted to this office prior to any contract being awarded for this bid.

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.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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.

GENERAL

The iSINC Weigh-In-Motion (WIM) System Electronics shall be an integrated vehicle information processing package that implements sensor input signal conditioning, system software to transform the inputs into the required outputs and a user interface. The System Electronics shall consist of a WIM Control Unit, Sensor and Output Modules capable of collecting four (4) lanes of classification and two (2) lanes of WIM, interfacing to inductive loops and piezoelectric sensors. Electronics also consist of terminal panels with over-voltage protection for each input and output line, all housed within a weatherproof enclosure. The electronics shall be solar powered and have cellular capability.

The system software shall be pre-loaded and automatically start when the system is powered up. The electronics use a modular design based on the Controller Area Network (CAN) communication bus for ease of maintenance, troubleshooting and in-field servicing.

iSINC WIM CONTROL UNIT DETAILS

- Communication:**
- CAN Bus environment for very extensive sensor and control configuration
 - On-board Ethernet interface
 - One RS-232 serial interface dedicated to external system interface
 - One RS-232 serial interface dedicated to remote administration facilities (modem dial-in)
 - Local user interface for system configuration and fault diagnosis
 - Remote administration via Secure Shell
 - Remote file download via SFTP
- Peripherals:**
- Non-volatile storage for vehicle information to prevent data loss during power outages: Compact Flash cards from a minimum of 32 MB up to 4 GB
 - Sensor inputs from Piezoelectric and Inductive Loop sensors
 - Output control options for a wide variety of Serial, Digital and AC powered devices (CMS, VMS, OCS, LCS, DMS, signal lights, etc.)
- Software:**
- Processes up to sixteen lanes of traffic
 - Records data logs on operational status and power supply condition
 - Weight Compliance and Classification
 - Serial output compatible with HELP and others
 - Compatibility with IRD's complete line of optional application specific software packages including:
 - Automated Ramp Weigh Station
 - Automated Mainline Weigh Station
 - Data Analysis and Reporting
- User Interface**
- Local through a handheld keypad or laptop PC in terminal mode

- Remote through a dial-up modem to a PC in terminal mode
- Secure Shell over the Ethernet interface

SENSOR AND CONTROL MODULE DETAILS

Each module includes built in signal conditioning. All sensor modules shall be field replaceable. Every module shall feature self testing and built-in fault diagnosis.

- | | |
|------------------------------|--|
| Piezo Sensor Module | <ul style="list-style-type: none"> - Four piezoelectric sensor inputs plus temperature sensor - Class 1 or Class 2 sensors |
| Digital I/O Module | <ul style="list-style-type: none"> - Eight isolated contact closure inputs or outputs - Report on rising edge, falling edge or both - Adjustable input debounce - Control output state, single pulse, or square wave - Adjustable timeout on inputs |
| Serial Control Module | <ul style="list-style-type: none"> - RS232C compatible asynchronous serial port for communication with serial devices such as AVI readers, LPR Cameras, VMS and HELP output |
| Serial Bridge Module | <ul style="list-style-type: none"> - RS232C compatible asynchronous serial port for devices communicating directly with the CAN Bus |
| Loop Sensing Module | <ul style="list-style-type: none"> - Four magnetic sensing loop inputs - Adjustable for sensitivity and frequency |

iSINC ENCLOSURE DETAILS

The iSINC electronics enclosure houses the following components:

- WIM control Unit
- One or two chassis for iSINC modules; each chassis accommodates up to 10 modules
- I/O Signal Panels with terminals and over-voltage protection for each channel
- iSINC controlled AC power outputs with 4 channels per panel
- Power supply
- All components mounted in a 19" rack
- Brushed aluminum panels
- Enclosure size shall be: 67 in. x 24 in. x 30 in.

iSINC POWER SUPPLY DETAILS

- | | |
|---------------------|--|
| Power Supply | <ul style="list-style-type: none"> - 50 Watts supply. - Solar power, 40 W to 80 W panels |
|---------------------|--|

SYSTEM EXPANDABILITY

The iSINC Electronics may be expanded with any combination of the above modules up to a maximum of 160 modules per installation. Each enclosure accommodates up to 20 modules (WCU occupies 3 slots); multiple enclosures may be connected together for larger installations. Using the built-in Ethernet or a Serial Bridge Module for expansion and connection of multiple WIM Control Units, expansion at a single location is virtually unlimited.

Solar Panel Specification

Electrical Specifications

Cell: Poly-crystalline silicon
No. of Cells and Connections: 36 in series
Open Circuit Voltage (Voc): 21.6V
Maximum Power Voltage (Vpm): 17.3V
Short Circuit Current (Isc): 5.16A
Maximum Power Current (Ipm): 4.63A
Maximum Power (Pmax)*: 80W (+10% / -5%)
Module Efficiency (hm): 12.40%
Maximum System Voltage: 600VDC
Series Fuse Rating: 10A
Type of Output: Terminal Junction Box

Mechanical Specifications

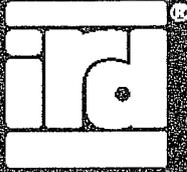
Dimensions (H x W x D): 47.28" x 20.14" x 1.81"
Weight: 20.94lbs
Packing Configuration: 1 pc per carton
Size of Carton: 53.15" x 27.56" x 2.95"
Loading Capacity (20 ft container): 242 pcs (242 cartons)
Loading Capacity (48 ft container): 506 pcs (506 cartons)

Absolute Maximum Ratings

Operating Temperature: -40 to +194°F
Storage Temperature: -40 to +194°F

ACCEPTABLE VENDORS

International Road Dynamics Corporation
ECM Inc.
PEEK Traffic/Quixote Traffic Corporation



**We make
highways
talk™**

- MANAGEMENT
- SAFETY
- PRESERVATION

International Road Dynamics Inc. develops and maintains traffic management products and systems technology that make highways talk. What are they saying? They are providing information that roadway administrators need to manage traffic, preserve infrastructure and provide safety warnings to drivers.

IRD's multi-discipline, innovative and customer-focused team is expert in advanced technologies, advanced traffic solutions and custom-designed systems.



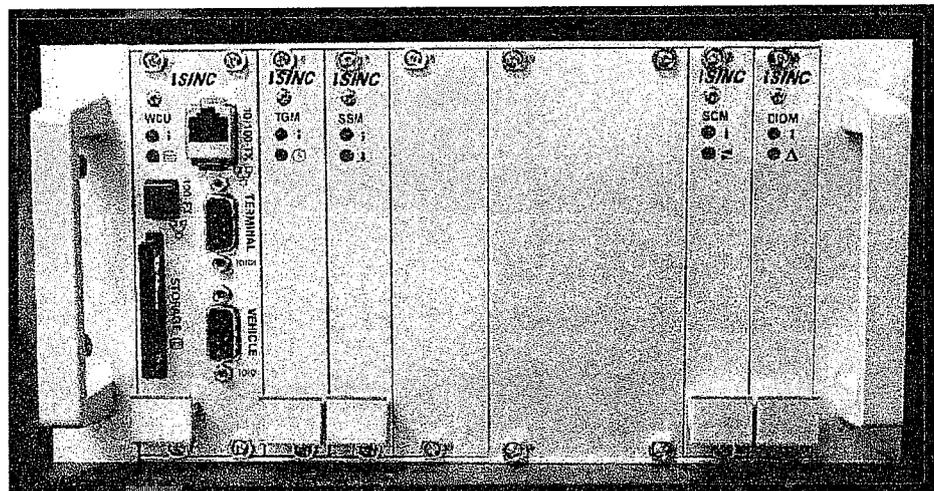
JUNE, 2006 REV. B
PRINTED IN CANADA

iSINC SYSTEMS ELECTRONICS

The iSINC Electronics forms the core of IRD's traffic and truck Weigh-In-Motion (WIM) systems, controlling numerous functions and processes for multiple applications. The iSINC is designed to accommodate new and future applications.

Features

- Advanced Design
- Modularity and Convenience
- Powerful Software



- Commercial Vehicle Operations (CVO)
- Virtual Weigh Stations
- Traffic Data Collection
- Safety Systems
- Border Crossing and other ITS Applications

ISINC SYSTEMS ELECTRONICS

Specifications

GENERAL

The ISINC Weigh-In-Motion (WIM) System Electronics is an integrated vehicle information processing package that implements sensor input signal conditioning, system software to transform the inputs into the required outputs and a user interface. The System Electronics consist of a WIM Control Unit, Sensor and Output Modules to interface the various devices specific to a site's requirements, terminal panels with over-voltage protection and isolation for each input and output line, system controlled AC power outputs and an integral Power Supply, all housed within a weatherproof enclosure.

The system software is pre-loaded and automatically starts when the system is powered up. The electronics use a modular design based on the Controller Area Network (CAN) communication bus for easy of maintenance, troubleshooting and in-field servicing.

ISINC WIM CONTROL UNIT DETAILS

- Processor: 32-bit RISC
- Memory: 32 MB RAM, 32 MB Flash
- I/O: 10/100BASE-T Ethernet
Modem Port
Terminal Port

COMMUNICATION

- CAN Bus environment for very extensive sensor and control configuration
- On-board Ethernet interface
- One RS-232 serial interface dedicated to external system interface
- One RS-232 serial interface dedicated to remote administration facilities (modem dial-in)
- Local user interface for system configuration and fault diagnosis
- Remote administration via SSH, TTY log-in
- Remote file download via SFTP, Z-modem

PERIPHERALS

- Non-volatile storage for vehicle information to prevent data loss during power outages: Compact Flash cards from a minimum of 32 MB up to 4 GB
- Sensor inputs from SLC, SSWIM, Bending Plate, Kistler, Piezo, Dynax, Serial and Digital devices
- Output control options for a wide variety of Serial, Digital and AC powered devices (CMS, VMS, OCS, LCS, DMS, printers, signal lights, toll gates, etc.)

SOFTWARE

- Processes up to eight lanes of traffic
- Records data logs on operational status, power supply condition, and safety system activity
- Weight Compliance and Classification with user-definable classification scheme
- Serial output compatible with HELP, I75 and others
- Compatibility with IRD's complete line of optional application specific software packages:
 - Automated Ramp Weigh Station
 - Automated Mainline Weigh Station
 - Data Analysis and Reporting

USER INTERFACE

- Local through a handheld keypad or laptop PC in terminal mode
- Remote through a dial-up modem to a PC in terminal mode
- SSH over the Ethernet interface

SENSOR AND CONTROL MODULE DETAILS

Each module includes built in signal conditioning. All sensor modules are field replaceable. Every module features self testing and built in fault diagnosis.

SCALE SENSOR MODULE

- Two lanes of SLC, SSWIM or PAT Bending Plate scales
- One-half lane of IRD Bending Plate scales

PIEZO/KISTLER SENSOR MODULE

- Four piezoelectric sensor inputs plus temperature sensor
- Class 1 or Class 2 sensors
- Four Kistler sensor inputs plus temperature sensor

DIGITAL I/O MODULE

- Eight isolated contact closure inputs or outputs
- Report on rising edge, falling edge or both
- Adjustable input debounce
- Control output state, single pulse, or square wave

SERIAL CONTROL MODULE

- RS232C compatible asynchronous serial port for communication with serial devices such as printers and VMS

SERIAL BRIDGE MODULE

- RS232C compatible asynchronous serial port for devices communicating directly with the CAN Bus

LOOP SENSING MODULE

- Four magnetic sensing loop inputs
- Adjustable for sensitivity and frequency

ISINC ENCLOSURE DETAILS

The ISINC electronics enclosure houses the following components:

- WIM control Unit
- One or two chassis for ISINC modules; each chassis accommodates up to 10 modules
- I/O Signal Panels with terminals and over-voltage protection for each channel
- ISINC controlled AC power outputs with 4 channels per panel
- Power supply
- All components mounted in a 19" rack
- Brushed aluminum panels
- Enclosure size required is dependant on the options selected for an installation. The available sizes are:
 - 117 cm high x 61 cm wide x 52 cm deep (46 in. x 24 in. x 20 in.)
 - 170 cm high x 61 cm wide x 76 cm deep (67 in. x 24 in. x 30 in.)
- Multiple enclosures may be connected together for expansion up to 160 modules

ISINC POWER SUPPLY DETAILS

POWER SUPPLY

- 30 Watts supply. Power consumption varies with the options selected, but typically is in the range of 10 Watts
- 90 to 264 VAC, 47 to 63 Hz operation
 - Surge protection
 - One GFI and three AC duplex outlets for peripheral equipment
 - Optional Solar power, 40 W to 85 W panels
 - Optional 12 VDC battery for backup or extended operation (up to 30 days). Integral charge controller for battery conditioning

SYSTEM EXPANDABILITY

The ISINC Electronics may be expanded with any combination of the above modules up to a maximum of 160 modules per installation. Each enclosure accommodates up to 20 modules; multiple enclosures may be connected together for larger installations. Using the built-in Ethernet or a Serial Bridge Module for expansion and connection of multiple WIM Control Units, expansion at a single location is virtually unlimited.



International
Road Dynamics Inc.



Corporate Office

702 - 43rd Street East
Saskatoon, Saskatchewan
Canada S7K 3T9
Tel: (306) 653-6600
Fax: (306) 242-5599
Toll Free: 1-877-444-4IRD (4473)
Email: info@irdinc.com

U.S. Office

2402 Spring Ridge Drive, Suite E
Spring Grove, IL
USA 60081
Tel: (815) 675-1430
Fax: (815) 675-1530

Publicly Traded on the TSX (Symbol IRD)
Find out more about IRD on our website: www.irdinc.com

IRD products and components are protected by one or more worldwide patents and/or trademarks. IRD reserves the right to change, modify, or improve its products at any time without notice.

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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. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

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

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

Subcontracting

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

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. 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 Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.