BID FORM

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

REQUEST NO.	1-070503		
DATE	April 13, 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, May 03, 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
	Contract for furnishing **"Peek Axlelight Laser Axle Sensors"** from date of award to April 30, 2008, with a 1 year optional renewal period. **PLEASE SEE ATTACHED SPECIFICATION, PRICING PAGES AND DELIVERY REQUIREMENTS**					
	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.					

(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: _____ **Firm Name:** _____

Telephone No.: _____ **Address:** _____

Fax No.: _____ _____

Federal I.D. No. _____ **By (Signature):** _____

Type/Print Name _____

Title: _____

Is your firm MBE certified? ☐ Yes ☐ No **Is your firm WBE certified?** ☐ Yes ☐ No

List all agencies your firm is currently certified with. _____

Form E-103 (Rev. 11-04)

Contract for furnishing "Peek Axlelight Laser Axle Sensors and Accessories" for a twelve-month period from date of award and ending April 30, 2008.

Contract Period: This contract shall commence from the date of award until April 30, 2008 with up a (1) One-year renewal option period. If the option for renewal is exercised by the Missouri Department of Transportation, successful bidder shall agree to all terms and conditions of this IFB and all subsequent Amendments. Renewal options are at the sole discretion of the Missouri Department of Transportation.

ITEM #	DESCRIPTION:	EST. ANNUAL QTY:	UNIT OF ISSUE:	UNIT PRICE	EXTENDED TOTAL:
#1	**Peek Axlelight (2-Laser Combo Set) Laser Axle Sensor including PEEK ADR-1000 PLUS units w / solar to be used with laser sensors.** **All cabling, transportation containers, mounting equipment and tools are to be included in the bid.** **Also included in the bid will be Operating manuals, any needed software w / free upgrades and training on the use of the ADR-1000 and the Axlelight Laser Axle Sensor.** **Warranty shall be for the period of two years.**	**4**	**ea**		
				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
(May 1, 2008 – April 30, 2009)

$_____
Maximum percentage per sensor

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 **Peek Axlelight Laser Axle Sensors**".

PRICES AND QUANTITIES:

Prices must remain firm for the entire contract period stated herein. 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 in 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 **low bid** 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 <u>ALL</u> 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 me 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 if 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.

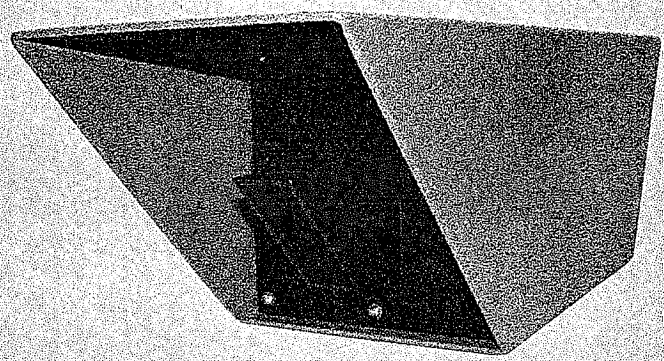
The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2),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

AXLELIGHT™

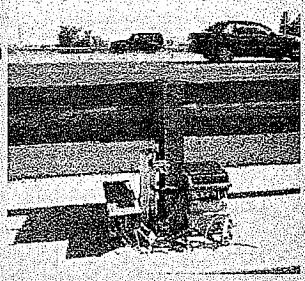
LASER AXLE SENSOR

VEHICLE DATA COLLECTION WITH THE AXLELIGHT LASER:

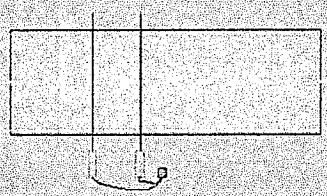
The AxleLight™ laser sensor from Quixote Traffic Corporation is the newest device for vehicle data collection. It is an infrared axle sensor for use with the feature-rich line of existing ADR Plus traffic recorders from Quixote Traffic. The AxleLight sensor allows users to perform challenging traffic studies without venturing into or crossing a hazardous roadway to install road tubes or reflectors. Its non-invasive operation reduces installation time and eliminates the need to expose field personnel to unsafe work conditions.



The AxleLight sensor is mounted close to the ground for easy access rather than high on a pole like radar or video detection products.



Using the AxleLight sensor with an ADR1000 Plus, field personnel can configure the laser to detect axles in 1 to 4 lanes. By using two AxleLight sensors, users can perform volume counts in 8 lanes.



Two AxleLight sesnors with parallel beams 6 ft apart can perform complex vehicle classification studies in up to 4 lanes, all without needing a laptop or PDA, and without anyone having to cross the roadway.

All data types are available including one or more combinations of per-vehicle records, per-lane data, binned vehicle classification by axle, speed, wheelbase length, gap or headway. Vehicles may be classified according to the FHWA Scheme "F" or a user-defined custom classification scheme.

With the increasing cost of accessories, fuel, wages, repeat studies and lane closures, the AxleLight sensor is more cost effective to use than the commonly used road tube for portable traffic data collection. Increasing traffic volumes make it more important than ever for employers to keep their field staff out of harms way. The AxleLight sensor keeps your people out of the road (it doesn't even require a reflector) and at the same time reduces the cost per study.

FEATURES

- Infrared Axle Sensor (non-visible)
- Improves personnel safety - nothing required in or across the roadway
- No reflector required on far roadside
- Portable
- Universal mounting bracket
- Quick & easy to set up (no laptop or PDA required)
- Weatherproof housing
- Low Power consumption
- Compatible with ADR Plus units

Quixote Traffic Corporation

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INTERFACE AND COMMUNICATIONS

- RS 232
- Contact Closure Output

PHYSICAL DESCRIPTION

The AxleLight sensor is packaged in a self-contained weatherproof housing. All controls and cable connections are on the back of the unit for easy access. All interconnection cables for use with Quixote Traffic ADR Plus line of data collectors are provided.

A separate Battery Box is provided to house a 3.6V or 12V DC power source capable of powering the laser for up to 72 hours, or an optional battery for longer studies up to 7 days.

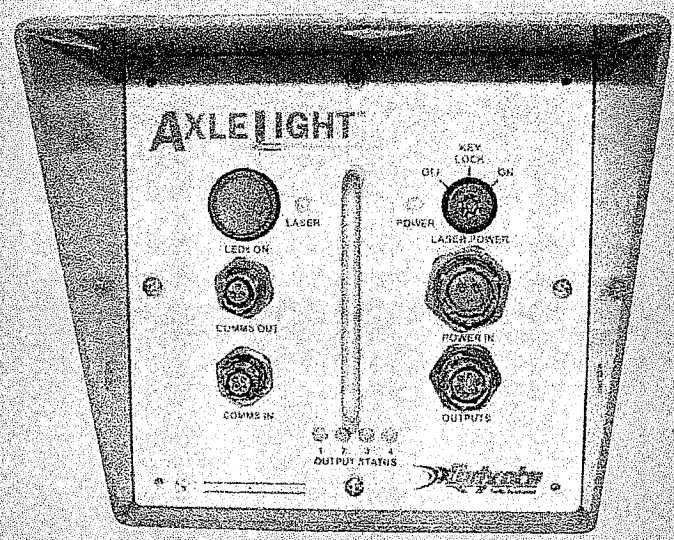
The AxleLight sensor is capable of operating in harsh environments from -40 to +165 F. Environmental chamber testing and inspecting is based on ISO9000 standards of operation enabling Quixote Traffic to provide a high quality product.

TWO YEAR LIMITED WARRANTY

Quixote Traffic warrants this product against manufacturing defects in materials and workmanship for two years from date of shipment from Quixote Traffic. Specific contracts and regional laws may vary or alter these terms.

SPECIFICATIONS

Characteristic	Description
Housing	Rugged weatherproof housing
Finish	Electro statically applied powder coat
Weight	Laser 12 lbs (5 kg) Battery 25 lbs (11 kg)
Size	6.5"H x 6.5"W x 17"L (165 mm x 165 mm x 432 mm)
Temperature	-40 F to +165F (-40 C to +74 C)
Display	6 LEDs Power Laser On 4 Output Status indicators (1 for each lane)
Inputs	RS 232
Power Requirements	3.6V 96 AH 3-day study 3.6W 3.6V 192 AH 7-day study 3.6W 12V 28 AH 3-day study 4.2W 12V 1.5 W in shutdown 3.6V 1.2 W in shutdown
Approvals	FDA Type 1 Eye Safe



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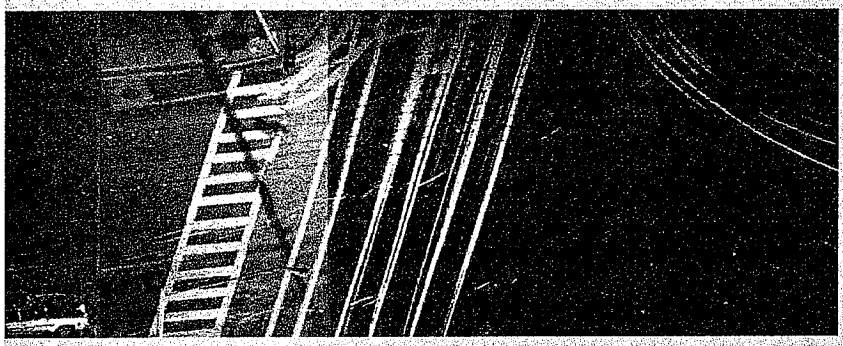
PEEK TRAFFIC
2511 Corporate Way • Palmetto, FL 34221
Tel: (941) 845-1200 • Fax: (941) 365-0837
Toll Free: 1-800-245-7660

U.S. Traffic Corporation
9603 John Street • Santa Fe Springs, CA 90670
Tel: (562) 923-9600 • Fax: (562) 923-7555
Toll Free: 1-800-733-7872

TRAFFIC CONTROL SYSTEMS SECTION NEMA ite

Specifications are subject to change without notice to reflect improvement and upgrades.



ADR-1000 PLUS™

PORTABLE TRAFFIC COUNTER/CLASSIFIER

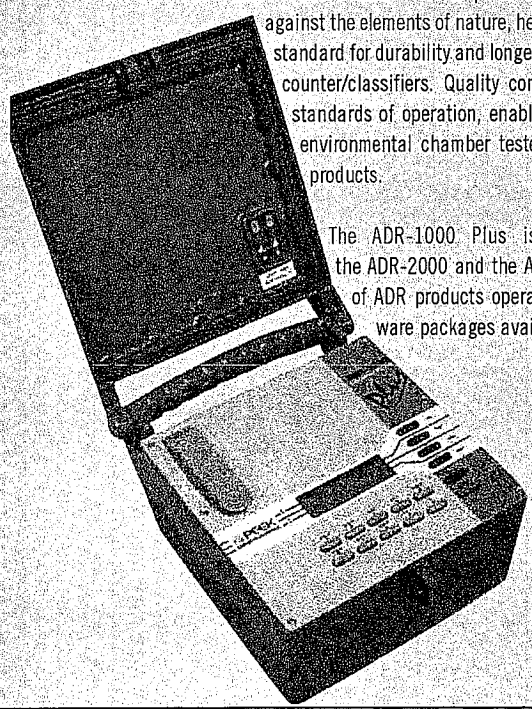
DATA COLLECTION

The Peek ADR-1000 Plus provides ease of use and optimal functionality as a portable counter/classifier. Optional internal sensor modules allow the ADR-1000 Plus to monitor inputs using loops, piezos or contact closures. A removable PCMCIA memory card is also available to further extend storage capability.

With preprogrammed quick setup features, field personnel need only press one or two keys to select recording operation. The type, configuration and format of data to be collected can be custom programmed or selected from menu driven choices.

Available data types include one or more combinations of per-vehicle records, per lane data, binned vehicle classification by axle, speed, length, gap, or headway. Vehicles may be classified according to the FHWA Scheme "F" or a user-defined custom classification scheme.

Water-barrier air switches eliminate the worry of internal water exposure from failed road tubes. Peek Traffic's weatherproof housing provides a barrier against the elements of nature, helping Peek Traffic to set the standard for durability and longevity in our entire ADR line of counter/classifiers. Quality control is based on ISO9000 standards of operation, enabling Peek Traffic to provide environmental chamber tested, inspected, high-quality products.



The ADR-1000 Plus is fully compatible with the ADR-2000 and the ADR-3000. The entire range of ADR products operate with the Windows software packages available from Peek Traffic.

FEATURES

- Portable traffic counter/classifier.
- 2MB onboard memory.
- PCMCIA memory option for additional storage.
- Quick set up, easy to use.
- Scheme "F" or user-defined classification scheme.
- Solar power option.
- Water-barrier airswitches.
- Weatherproof housing.
- U.S. standard or metric units.
- Battery "sentinel".
- Multiple studies.
- Auto daylight savings time.

OPERATIONAL CHARACTERISTICS

The Peek ADR-1000 Plus is a self-contained, portable automatic vehicular traffic counter/classifier that can be set up and operated via the integral smart keypad and interactive display. Alternatively, full operational control can be granted either remotely or directly in the field via a computer with appropriate software or a hand-held data collector.

Easy to use menus allow configuration flexibility. Preloaded setup files reduce confusion and operator errors. Collected data is held secure from unintentional erasure or loss.

QUALITY ASSURANCE TESTING

Each unit is individually tested for correct operation during a computer controlled environmental chamber test cycle, based on the NEMA TS-2 standards. All input circuits have been designed and tested to the NEMA TS-2 standards for surge (lightning) protection.

Quixote Traffic Corporation

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PHYSICAL DESCRIPTION

The Peek ADR-1000 Plus is packaged in a self-contained, weatherproof cast aluminum enclosure. The enclosure is sealed against environmental precipitation (IP67 accidental submersion up to three inches). The ADR-1000 Plus is expandable by function with individual plug-in modules. Compact, individual plug-in sensor modules use DIN standard connectors. Electrical connections (external) are via rear mounted UL and CSA approved weatherproof connectors. An internal 6 volt 10 amp hour rechargeable battery is supplied, which is equipped with a battery sentinel to extend battery life by preventing deep discharging. Power options include a lid mounted integral solar power and a battery charger. An independently supported hardware real-time clock keeps time and date, regardless of unit power, for up to ten years. This clock can be set to automatically adjust for Daylight Savings Time.

PEEK ADR-1000 PLUS SUPPORTIVE SOFTWARE

Of importance to the user of modern counters/classifiers is the operating and reporting software, which supports, controls and formats the resultant data. A user-friendly Windows software package is available to complement the Peek ADR-1000 Plus. This software is the Traffic Operations Processing Software (TOPS) program, which is available from Peek Traffic.

The TOPS program provides multi-file processing, stores data files into a single database for easy file sharing among TOPS users, allows for edit and preview of reports before printing, provides for both ADR and 241 data processing protocols, enables remote or local setup of Peek ADR units and collection of data by direct manual connection or by the added functionality of automatic telemetry polling of field sites via modem connection (auto polling and weigh-in-motion support are add-in options). The TOPS program reads all files and generates a suite of daily, weekly and monthly reports. A user-definable classification function, within the program, provides the ability to customize classification and to transfer the new scheme to the Peek ADR-1000 Plus. Processed data may be exported to various other software packages.

TWO YEAR LIMITED WARRANTY

Peek Traffic warrants this product against manufacturing defects in materials and workmanship for two years from date of shipment from Peek Traffic. Specific contracts and regional laws may vary or alter these terms.

SPECIFICATIONS

Characteristic	Description
Housing	Rugged, stackable interlocking weatherproof cast aluminum housing and integrally cast carrying handle supplied with brass body lock, two matching keys.
Weight	Less than 14.8 pounds (6.7 kg) with battery.
Size	5.25"H x 8.5"W x 10.5"D (135mm x 215mm x 270mm)
Temperature	-40°F to +165°F (-40°C to +74°C)
Display	20 digits x 4 line liquid crystal display.
Inputs	2 or 4 water-barrier air switches.
Counter rat	Handles 200 counts per second per input.
Interva	▸ 1, 2, 5, 6, 10, 15, 30 and 60 minutes. ▸ 2, 3, 6, 12 and 24 hours, real time events. ▸ Four daily Peak periods available.
Study period	Preset 24, 48, or 72 hours, 7 days or continuous.
Microprocessor	Intel 80C186
Capacity	Approximately 3,280 days of volume data.
Accuracy	±1 count, per record, per second input.
Autonomy	90 days, indefinite with solar option.
Battery	6 volt 10 amp-hour rechargeable, sealed lead-gel battery protected by an automatic disconnect at 5.3 volts.
Communications	Selectable RS-232 serial baud rates between 300 and 19,200 baud via UL and CSA approved female socket.
Options	▸ Up to 8 loop inputs, 8 piezo inputs, 8 WIM inputs, or 14 contact inputs. ▸ 4 piezos on motherboard. ▸ PCMCIA memory card socket. ▸ Solar power option.

Quixote Traffic Corporation

WWW.QUIXTRAFFIC.COM

PEEK TRAFFIC

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Toll Free: 1-866-260-7335 • www.peek-traffic.com

Please contact Peek Traffic for customer inquiries about any of the company's Traffic Control, Data Collection, Enforcement, Detection, or Tolling products. To learn how Peek Traffic is making the world a safer place to travel, visit the Peek Traffic web site at http:\\www.peek-traffic.com.

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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.

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.

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.

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.