



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED BID*****

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JULY 12, 2014	BID DUE BY (DATE AND TIME): JULY 25, 2014 BY 1:00 PM CST	F.O.B. REQUIREMENTS: (SEE BELOW DELIVERY LOCATION)
TO BE DELIVERED BY: 30 DAYS AFTER RECEIPT OF ORDER	BID #: KC-B15-001 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. ***SEALED BID***	BUYER NAME: TONI TERRY SR. GENERAL SERVICES TECHNICIAN PHONE: 816-347-4112 EMAIL: TONI.TERRY@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation Procurement Division – Kansas City 600 NE Colbern Road Lee's Summit, MO 64086		Delivery Location: Missouri Department of Transportation Kansas City District 2050 NE Independence Avenue Lee's Summit, MO 64064

The Missouri Department of Transportation Kansas City District (refer to as MoDOT) wishes to establish a contract for the purchase of reflectorless electronic total station equipment and upgrades for existing electronic total stationing equipment owned and operated by the Missouri State Highway Patrol. MoDOT is also interested in assisting other state agencies, counties, cities, special road districts, etc., in purchasing equipment, various materials and supplies that meet MoDOT specifications. Therefore, a cooperative purchasing agreement is attached to this specification.

This contract will be in effect from the **date of award through July 31, 2015**. Three (3) one-year extensions are available if agreed to by the Missouri Department of Transportation and the vendor. Allowance for inflation increases will be considered at the time the extensions come due.

Bids shall list each manufacturer and model number for each item included in the bid. The bidder shall submit descriptive literature and specifications showing exact equipment to be furnished. Any product purchased shall conform to these specifications.

The item(s) will be based on all items and awarded to the bidder using the "lowest and best" principles.

COMPANY NAME:	

General Requirements

The contractor shall assume responsibility for all equipment furnished and any subcontracted items. The contractor shall assure and demonstrate to the satisfaction of MoDOT that the equipment furnished is in compliance with these plans and specifications and is operational and compatible with existing MoDOT equipment.

All equipment and services shall be provided to the sole satisfaction of MoDOT. All items appearing as standard features in the manufacturer's published literature and specifications are understood to be included in the bidder's proposal. The Missouri Department of Transportation reserves the right to waive technicalities and reject any or all bids.

General Specifications

Brand and Compatibility

The Missouri State Highway Patrol has approved the Sokkia brand. All electronic and software components shall be Sokkia to ensure compatibility of equipment and all accessories with existing equipment. No other brand shall be considered.

Trade-Ins

The bid shall include separate prices for purchase of items with and without trade-in. If applicable, the contractor shall be responsible for contacting the Missouri State Highway Patrol to make pick-up arrangements for the trade-in items.

Parts

The equipment must be fully operational as delivered and ready for operation. Any parts necessary for operation, which are not specifically mentioned herein, shall be furnished as standard equipment by the contractor at no additional cost.

Support

The contractor must provide the agency with a toll free number for technical support at no additional cost. Technical support from the contractor shall be provided as necessary.

Warranty

The Electronic Total Station shall be warranted against defects in material and workmanship for a period of not less than twenty-four (24) months. The contractor shall register the Electronic Total Station at time of delivery.

The Data Collector shall be warranted against all defects in material and workmanship for a period of not less than (12) months. The contractor shall supply the Data Collector's warranty at the time of delivery.

Technical Specifications

General Requirements Regarding Specifications

The equipment provided shall be the most current model in production as offered by the manufacturer and shall be of quality and workmanship using materials and accepted standards of the industry. All equipment shall be new.

Reflectorless Electronic Total Station (Same for Line Item 001 and/or 002)

The Reflectorless Electronic Total Station shall be Sokkia Set5 B/T Series 30R3 to ensure compatibility with existing equipment and accessories.

The following minimum accessories shall be included as standard for each reflectorless electronic total station unit:

- a) Two (2) Li-Ion Rechargeable Batteries
- b) One (1) Quick Charger (70 minutes)
- c) One (1) Tubular Compass CP7
- d) One (1) Operator's Manual
- e) One (1) Carrying Case
- f) One (1) Shoulder Strap
- g) One (1) Vinyl Cover
- h) One (1) Plumb Bob
- i) One (1) Sunshade

- j) One (1) Lens Cap
- k) One (1) Tool Kit
- l) One (1) Tri-Max Tripod

The Reflectorless Electronic Total Station shall also include the following upgrades in the bid pricing:

- a) Guide Light Unit

Data Collector (Same for Line Item 003 and/or 004)

The Data Collector model shall be a MicroSurvey Archer 520 MHz Data Collector with backup cable and brackets included.

The following minimum accessories shall be included as standard for each data collector unit:

- a) One (1) Soft Case for Data Collector
- b) One (1) Brackets (3 pc) for attachment to Total Station Tripod
- c) One (1) Reference Manual
- d) One (1) Download Cable
- e) One (1) Tutorial Manual
- f) One (1) Evident Pro 5 Data Collector Software or newest version

Mapping Software (Line 005)

The Mapping Software model should be MapScenes Pro 2008 or newest version.

Miscellaneous Equipment (Line 006)

The following equipment shall be provided and bid in this line item unless they have already been included with other Bid Line Items 001 through 005.

- a) One (1) Twelve Foot Composite Prism Pole with Case
- b) One (1) Eight Foot Composite Prism Pole and Case
- c) Two (2) Standard 62mm Daytime Prism with Case
- d) One (1) Temporary Evidence Marker Kit with one hundred count markers
- e) One (1) Thumb Release Prism Pole Tripod
- f) One (1) Mini Prism System
- g) Two (2) Prism Bags

Training Class (Line Item 007)

The instructor shall have prior law enforcement experience to include over ten (10) years experiences, with six (6) years of experience in forensic mapping, and shall have testified in federal, state and/or local courts regarding the forensic mapping concept.

The instructor must be ACTAR certified and shall have experience in training federal, state and/or local law enforcement officers on a regional basis for forensic mapping concepts.

A minimum of forty (40) hour training course shall be provided by the contractor to train the state agency on all equipment, software and accessories.

On-site training shall be provided for up to twelve (12) individuals. The training facility shall be furnished by the state agency. The instructor shall include a training binder with materials necessary for forensic mapping for each trainee.

PRICING PAGE

Bid # KC-B15-001

Line 001 – Reflectorless Electronic Total Station Unit WITHOUT Trade-In

New (Make & Model) _____

Net Delivered Unit Price \$ _____

Delivery will be made approximately _____ days after receipt of order.

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Line 002 – Reflectorless Electronic Total Station Unit WITH Trade-In

New (Make & Model) _____ Trade-In Model Dependent _____

Net Delivered Unit Price \$ _____

Delivery will be made approximately _____ days after receipt of order.

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Line 003 – Data Collector WITHOUT Trade-In

New (Make & Model) _____

Net Delivered Unit Price \$ _____

Delivery will be made approximately _____ days after receipt of order.

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Line 004 – Data Collector WITH Trade-In

New (Make & Model) _____ Trade-in model dependent _____

Net Delivered Unit Price \$ _____

Delivery will be made approximately _____ days after receipt of order.

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Line 005 – Mapping Software

New (Make & Model) _____

Net Delivered Unit Price \$ _____

Delivery will be made approximately _____ days after receipt of order.

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Line 006 – Miscellaneous Equipment

New (Make & Model)

- Crane 12' quick clamp composilite prism pole
- Crane 8' quick clamp composilite prism pole
- Seco thumb release, prism pole tripod
- Seco daytime tilting prism and assembly, alum frame (2)
- Seco prism bags (2)
- TEM Kit (100 ct.)

Net Delivered Unit Price \$ _____

Delivery will be made approximately _____ days after receipt of order.

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Line 007 – Training Classes

Number of Course Days _____

Net Delivered Unit Price \$ _____

Class will be conducted at an agreed upon venue and date and as soon as possible after delivery.

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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.

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

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **(ELECTRONIC TOTAL STATION)** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **(ELECTRONIC TOTAL STATION)** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. 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.

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

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

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 the MHTC, (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.

Status of Independent Contractor

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.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.