

**BID FORM**

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

REQUEST NO.	5-150820TV
DATE	August 6, 2015

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

**August 20, 2015 at 2:00 PM, Local Time**

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

Various MoDOT Locations

<b>BUYER:</b>	Tom Veasman, Sr. GS Specialist	<b>BUYER TELEPHONE:</b>	573-522-4404
<b>BUYER EMAIL:</b>	Tom.Veasman@modot.mo.gov		

**SUPPLIES OR SERVICES**

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **Survey Equipment** for a contract period from date of award through August 31, 2016.

*\*\*\*NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

**All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.**

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the products on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

<b>Date:</b>	_____	<b>Firm Name:</b>	_____
<b>Telephone No.:</b>	_____	<b>Address:</b>	_____
<b>Fax No.:</b>	_____		_____
<b>Email Address:</b>	_____	<b>By (Signature):</b>	_____
		<b>Type/Print Name</b>	_____
		<b>Title:</b>	_____

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

# 1. INTRODUCTION AND GENERAL INFORMATION

## 1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **survey equipment** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, August 20, 2015.**

### RFB COORDINATOR:

**Tom Veasman, Senior General Services Specialist**

#### **MAILING ADDRESS:**

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Tom Veasman**

#### **PHYSICAL ADDRESS:**

**Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

**PHONE: 573-522-4404**

**FAX: 573-526-6948**

## 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of **Survey Equipment** as set forth herein.

- 1.2.2 Organization: This RFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Pages
- 5) Vendor Information and Preference Certification Form
- 6) Cooperative Agreement Notice
- 7) Specifications
- 8) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The bidder shall provide Survey Equipment on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.4 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid unit prices will govern.

**2.2 Required Specifications:** All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive. The equipment furnished under these specifications shall be the latest improved model in current production as offered to commercial trade and shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable. Bidders are requested to submit with their bid the latest printed literature and detailed specifications of the equipment offered.

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

### 2.3 Delivery Requirements:

- 2.3.1 The bidder shall deliver/ship Survey Equipment, as specified herein, to various MoDOT locations throughout the state.
- 2.3.2 Deliveries must be within 45 – 60 days after receipt of order.
- 2.3.3 In the event the bidder does not expect to meet the contract delivery date and time requirements, the ordering district should be notified of the delay.

### 2.4 Invoicing and Payment Requirements:

- 2.4.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 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.

- 2.4.3 The bidder shall understand and agree MoDOT reserves the right to make contract payments to the bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each vendor invoice must be on the vendor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's **Vendor Payment Website** to enable the vendor to properly apply state payments to invoices. The vendor must comply with all other invoicing requirements stated in the RFB.
- 2.4.4 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.5 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever. **Shipping/freight shall be included in the stated prices.**
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.7 MoDOT 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 MoDOT's rejection and shall be returned at the bidder's expense.
- 2.4.8 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Contractual Requirements:**

- 2.5.1 Contract Period - The contract shall commence from the date of Notice of Award until August 31, 2016 with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the bidder shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be the same as in the original contract period.
- 2.5.3 Escalation Clause - In the event the bidder requests a price increase during the contract period, either the original contract period or any contract renewal period, the bidder must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase.

MoDOT will review the bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The bidder shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- 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 bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies that MoDOT may have.

2.5.5 NET DELIVERED FIRM PRICE - the unit(s) shall be delivered complete and ready for use to the delivery destinations.

## 2.6 **Equipment Trade-In Allowance:**

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and bidder.
- b. The bidder must be currently under contract with MoDOT.
- c. It will be the responsibility of the bidder to examine the condition of the equipment offered for trade. The bidder must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

**Trade-In Worksheet Example:**

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

**2.7 Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and bidder. The bidder must be currently under contract with MoDOT. It will be the responsibility of the bidder to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

**3. BID SUBMISSION**

**3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-150820TV Survey Equipment**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
  - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

- c. Vendors are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anti-competitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Award:

- a. This is a Multiple Award bid and there will be no 'one' vendor awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. After determination of award per bid item, individual delivery destination's shall use the following criteria to determine the "lowest and best" bid based on ability to work with MoDOT's current equipment, model features, price, warranty, service, delivery timeline, location of servicing dealers, past performance of servicing dealers, and information, facts, and recommendations gained from the vendors. Selection of **survey equipment** will not be made solely based on low price.
- b. The vendor must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.
- c. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for bid results.

4.1 Pricing Pages

The bidder shall provide firm, fixed prices on the following PRICING PAGES for the original contract period for providing the deliverables in accordance with the provisions and requirements of this RFB. ***All costs*** to include shipping/freight, warranty, training and support associated with providing the required deliverables shall be included in the prices stated below. Sign/date where indicated below and return with all required solicitation documents.

## 4. SURVEY EQUIPMENT PRICING PAGES

### Missouri Department of Transportation Request for Bid 3-150820TV

GNSS Receiver		BID PRICE
1.00	Topcon HiPer V (see specifications)	
1.01	Battery, Topcon HiPer V	
1.02	Battery Charger, Topcon HiPer V	
2.00	Trimble R8s (see specifications)	
2.01	Battery, Trimble R8s	
2.02	Battery Charger, Trimble R8s	
Robotic Total Station		
3.00	Topcon PS Series Robotic (see specifications)	
4.00	Trimble S7 Total Station (see specifications)	
4.01	Trimble MultiTrack Target, including 7.4 Li-ion battery ( <i>Part No: M1000</i> )	
Digital Level		
5.00	Trimble DiNi 03 Digital Level (see specifications)	
5.01	Trimble DiNi 07 Digital Level (see specifications)	
5.02	Fiberglass Telescopic, Barcode Staff, Trimble DiNi Digital Level	
5.03	Invar Barcode Staff ( <i>Part No: 7073139410000</i> ), Trimble DiNi Digital Level	
5.04	Invar Barcode Staff ( <i>Part No: 7073139110000</i> ), Certificate Trimble DiNi Digital Level	
5.05	Case-Transport Case, Barcode Staff ( <i>Part No: 78520017</i> ), Trimble DiNi Digital Level	
5.06	Instrument/Data transfer cable, Trimble DiNi Digital Level	
5.07	Battery, Trimble DiNi Digital Level	
5.08	Charger, Trimble DiNi Digital Level	

**PRICING PAGES CONTINUED**  
**Request for Bid 3-150820TV**

<b>mmGPS Laser Zone System</b>		<b>BID PRICE</b>
6.00	Topcon mmGPS Laser Zone System (see specifications)	
6.01	Battery, BT-62Q - PZS-1 Laser Receiver	
6.02	Battery, BT-63Q - PZS-1 Laser Transmitter	

<b>Data Collector Hardware</b>		
7.00	Trimble TSC3	
8.00	Topcon Tesla	
9.00	Carlson Surveyor 2	
9.01	Carlson Supervisor	

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Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

# 5. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b>  Phone #: Cellular #: Fax #: <b>Signature:</b>									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;"><u>M/WBE Name</u></td> <td style="width: 33%; text-align: center;"><u>Percentage of Contract</u></td> <td style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by product or product number, the country other than the United States where each good or product is manufactured or produced.	
Product (or product number)	Location Where Product is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**COOPERATIVE AGREEMENT NOTICE**

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Survey Equipment** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department 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 **Survey Equipment** meeting the Department 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 Department 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 \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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## 7. SPECIFICATIONS

<b>SPECIFICATIONS FOR GNSS RECEIVER - ITEM 1.00</b>	
<b>Model</b>	
Unit	<b>Topcon HiPer V GNSS Receiver</b> (Part Number: 1001857-04 and 1001866-02)
<b>GENERAL SPECIFICATIONS</b>	
<b>Tracking Capabilities</b>	
Number of Channels	216 channels
Tracked Signals	GPS Signals of L1 CA, L1/L2 P-Code, L2C GLONASS Signals of L1/L2 CA, L1/L2 P-Code Satellite-Based Augmentation Systems of WASS, EGNOS, QZSS, and MSAS
<b>Positioning Accuracy</b>	
Static	<b>L1 only:</b> Horizontal = 3 mm + 0.8 ppm, Vertical = 3.5 mm + 0.4 ppm <b>L1+L2:</b> Horizontal = 3 mm + 0.1 ppm, Vertical = 3.5 mm + 0.4 ppm
Real Time Kinematic	<b>L1+L2:</b> Horizontal = 10 mm + 1 ppm, Vertical = 15 mm + 1 ppm
Differential GPS (DGPS)	Less than 0.5 m (1.6 ft)
<b>User Interface</b>	
Operation	Single-button operation for power, receiver reset, memory initialization
Display Panel	22 LED status indications
<b>Data Management</b>	
Memory	Multi-lingual voice messages for receiver status information
Data Format	RTCM SC104 2.1/2.2/2.3/3.0/3.1, CMR, CMR+, NMEA,
Update/Output Rate	1Hz, 5Hz, 10Hz, 20Hz options
Communication port	RS-232C (4,800-115,200bps)
<b>Wireless Communication</b>	
Bluetooth Modem	V2.1 + enhanced Data Rate (EDR), Class 1, 115,200bps
UHF Radio	Internal, receiver (RX) and transmitter (TX), 440 to 470MHz radio frequency range, supports 12.5 bandwidth  Supports UHF external Pacific Crest ADL Vantage Pro Radio
GSM/GPRS, HSPA (Specified by purchaser)	Internal

<b>Environmental</b>	
Dust and Water Protection	IP67 (IEC 60529:2001) at closing all connector caps Protected against temporary immersion up to 1 m (3.3 ft) depth
Operating Temperature	HiPer V GNSS Receiver (with battery) = -40° F to 149° F (-40° C to +65° C)  BDC58 Battery = -4° F to +149° F (-20° C to +65° C)  Radio/GSM modems = -4° F to +131° F (-20° C to +55° C)
<b>Power Supply</b>	
Standard Battery	BDC70 Detachable and Rechargeable Lithium-ion Battery, 7.2V, 4.3Ah
Operating Time	>7.5 hours in static mode w/Bluetooth connection
Charger	Recharging time approximately 4 hours
<b>Data Storage</b>	
SD or SDHC Cards Internal memory	4GB or larger capacity

<b>ACCESSORIES</b> (Additional items to be included as part of standard GNSS Receiver system)	
Two (2) additional - Batteries	
Additional - Battery Charger	

### **TRAINING**

All necessary training shall be provided for no less than two (2) operators to fully understand and operate this equipment with Missouri Department of Transportation data collector software. (Minimum of eight (8) hours training) All Training shall be provided on-site, or at a suitable location specified by the purchaser. This applies to each GNSS receiver purchased.

### **SUPPORT**

The successful bidder shall supply local support of all equipment purchased. The manufacturer shall provide a toll free number for technical support.

Successful bidder shall program each receiver purchased with the Missouri Department of Transportation UHF radio frequencies prior to delivery. (frequencies shall be provided to successful bidder)

### **GENERAL**

Instrument includes all standard accessories, carrying case, and a complete operating manual. The GNSS Receiver described in this specification must meet or exceed the described criteria. The GNSS Receiver and all of the accessories quoted shall be manufactured by the same company and be compatible for use together.

**SPECIFICATIONS FOR GNSS RECEIVER - ITEM 2.00**

<b>Model</b>	
Unit	<b>TRIMBLE R8S</b>

<b>Tracking Capabilities</b>	
Number of Channels	216 channels
Tracked Signals	GPS Signals of L1 CA, L1/L2 P-Code, L2C GLONASS Signals of L1/L2 CA, L1/L2 P-Code Satellite-Based Augmentation Systems of WASS, EGNOS, QZSS, and MSAS

<b>Positioning Accuracy</b>	
Static	<b>L1 only:</b> Horizontal = 3 mm + 0.8 ppm, Vertical = 3.5 mm + 0.4 ppm <b>L1+L2:</b> Horizontal = 3 mm + 0.1 ppm, Vertical = 3.5 mm + 0.4 ppm
Real Time Kinematic	<b>L1+L2:</b> Horizontal = 10mm + 1 ppm, Vertical = 15mm + 1ppm
Differential GPS (DGPS)	Less than 0.5m (1.6 foot)

<b>Data Management</b>	
Data Format	RTCM SC104 2.1/2.2/2.3/3.0/3.1, CMR, CMR+, NMEA,
Update/Output Rate	1Hz, 5Hz, 10Hz, 20Hz options
Communication port	RS-232C (4,800-115,200bps)

<b>Wireless Communication</b>	
Bluetooth Modem	V2.1 + enhanced Data Rate (EDR), Class 1, 115,200bps
UHF Radio	Internal, receiver (RX) and transmitter (TX), 410 to 470MHz radio frequency range, supports 12.5 bandwidth Supports UHF external Pacific Crest ADL Vantage Pro Radio
GSM/GPRS, HSPA, CDMA Modem Choice (To be specified at time of purchase)	Internal

<b>Environmental</b>	
Dust and Water Protection	IP67 (IEC 60529:2001) at all connector caps Protected against temporary immersion up to 1m (3.3 ft) depth
Shock Rating	2m (6.56ft) pole drop

<b>Power Supply</b>	
Standard Battery	Detachable and Rechargeable Lithium Battery, 7.2 V, 4.3 Ah
Operating Time	>7.5 hours in static mode w/Bluetooth connection
Charger	Recharging time approximately 4 hours

<b>Data Storage</b>	
SD or SDHC Cards Internal memory	4GB or larger capacity

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#### **GENERAL**

Instrument includes all standard accessories, carrying case, and a complete operating manual. The GNSS Receiver described in this specification must meet or exceed the described criteria. The GNSS Receiver and all of the accessories quoted shall be manufactured by the same company and be compatible for use together.

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**SPECIFICATIONS FOR ROBOTIC TOTAL STATION – ITEM 3.00**

Model	
Unit	<b>TOPCON PS-103A Robotic</b> <i>(Part Number: 213067112)</i>

**GENERAL SPECIFICATIONS (ITEM 3.00):**

Angle Measurement	
Accuracy	
Accuracy	3"
Tilt Correction	Dual axis
Distance	
Prism	
Measuring Range	Single Prism 6,000m (19,680ft) Triple Prism 10,000m (32,800ft)
Measuring Accuracy	1.5mm +2ppm
Measuring Time	0.9 seconds
Non-Prism	
Measuring Range	800m (2,684ft) 1,000m (3,280ft) 500 lux
Measuring Time	0.9 seconds
Auto Tracking Servo	
Max. Revolving Speed	85 degrees/ second
Max. Auto Tracking Speed	20 degrees/ second
Auto Tracking Range	1,000m (3,280ft) 600m (1,980ft) w/ A7 prism
Positioning Accuracy	1.2mm (100m 0.3+9ppm)
Interface	
Bluetooth	Bluetooth Class 1, 600m (1,968ft) communication range w/ RC-5
Communication Port	RS-232 New Connector
USB Port	A and B
Wireless Communications	WLAN Tierra Module

<b>Others</b>	
Display Panel	240 x 320 QVGA Color TFT
Waterproof Rating	IP-65
<b>Power</b>	
Battery	BDC70 Li-ion 7.2v v5240 mamps      4 hours
<b>ACCESSORIES (ITEM 3.00)</b> (Additional items to be included as part of Total Station purchase)	
Topcon PS Robotic Kit ( <i>Part Number: 1001234-01</i> )	

### **WARRANTY**

The Electronic Total Station shall be warranted against defects in material and workmanship for a period not less than twenty four (24) months. If the manufacturer's standard warranty exceeds twenty four (24) months, then the standard warranty period shall be in effect. Successful bidder shall furnish manufacturer's warranty to the receiving district office at the time of delivery.

### **TRAINING**

All necessary training shall be provided for no less than two (2) operators to fully understand and operate this equipment. (Minimum of eight (8) hours training) All Training shall be provided on-site, or at a suitable location specified by the purchaser. This applies to each total station purchased.

### **SUPPORT**

The successful bidder shall supply local support of all equipment purchased. The manufacturer shall provide a toll free number for technical support.

### **GENERAL**

Instrument includes all standard accessories, such as a carrying case, tool kit for performing field adjustments, rain hood, and a complete operating manual. Instrument should perform self-checks to determine if the instrument is working properly and display diagnostic error codes if not. Instrument should include automatic correction for earth's curvature and refraction. Instrument shall have three (3) preset display tables displaying instantaneously at the choice of the operator, (1) Horizontal angle, Vertical angle, and Slope distance, (2) Horizontal angle, Horizontal distance, and Difference in height, (3) Northing, Easting and Elevation. Instrument shall provide that capability of allowing the user to define display and output tables as desired, output tables to be independent of display tables. Instrument shall allow the setting of zero at any horizontal angle desired from the keyboard or data collector with no mechanical manipulation of the total station. Instrument shall maintain circle orientation even when switched off. PPM factor shall be automatically set by inputting the temperature and atmospheric pressure from the keyboard.

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**SPECIFICATIONS FOR ROBOTIC TOTAL STATION – ITEM 4.00****Model**

Unit

**TRIMBLE S7 - 3" Robotic, DR plus  
Trimble Vision, FineLock, Scanning**  
(Part Number: S73553200)**PERFORMANCE SPECIFICATIONS (ITEM 4.00)****Angle Measurement**

Sensor Type Absolute encoder with diametrical reading

Accuracy (DIN 15723) 3" (1.0 mgon)

Display (least count) 0.1" (0.01 mgon)

**Automatic Level Compensator**

Type Centered dual -axis

Accuracy 0.5" (0.15 mgon)

Range  $\pm 5.4'$  ( $\pm 100$  mgon)**Distance Measurement  
Accuracy (RMSE)****Prism Mode**

Standard 1 mm + 2 ppm (0.003 ft + 2 ppm)

Tracking 4mm + 2 ppm (0.013 ft + 2 ppm)

**DR Mode**

Standard 2 mm + 2 ppm (0.0065 ft + 2 ppm)

Tracking 4 mm + 2 ppm (0.013 ft + 2 ppm)

Extended Range 10 mm + 2 ppm (0.033 ft + 2 ppm)

**Measuring Time****Prism Mode**

Standard 1.2 sec

Tracking 0.4 sec

**DR Mode**

Standard 1-5 sec

Tracking 0.4 sec

<b>Measurement Range</b>			
<b>Prism mode</b>			
1 prism	2,500 m (8,202 ft)		
1 prism Long Range mode	5,500 m (18,044 ft) (max. range)		
Shortest possible range	0.2 m (0.65 ft)		
<b>DR mode</b>			
	<b>Good</b> (Good visibility, low ambient light)	<b>Normal</b> (Normal visibility, moderate sunlight, some heat shimmer)	<b>Difficult</b> (haze, object in direct sunlight, turbulence)
White card (90% reflective)	1,300 m (4,265 ft)	1,300 m (4,265 ft)	1,200 m (3,937 ft)
Gray card (18% reflective)	600 m (1,969 ft)	600 m (1,969 ft)	500 m (1,804 ft)
Reflective foil 20 mm	1,000 m (3,280 ft)		
Shortest possible range	1 m (3.28 ft)		
DR Extended Range Mode White Card (95% reflective)	2,200 m		
<b>Scanning</b>			
Range	From 1 m up to 250 m (3.28 ft – 820 ft)		
Speed	Up to 15 points/sec		
Minimum point spacing	10 mm (0.032 ft)		
Standard deviation	1.5 mm @ ≤50 m (0.0049 ft @ ≤164 ft)		
Single 3D point accuracy	10 mm @ ≤150 m (0.032 ft @ ≤492 ft)		
<b>EDM SPECIFICATIONS (DR PLUS)</b>			
Light source	Pulsed Laser diode 905 nm; Laser Class 1		
<b>Beam divergence</b>			
Horizontal	2 cm/50 m (0.06 ft/164 ft)		
Vertical	4 cm/50 m (0.13 ft/164 ft)		

<b>SYSTEM SPECIFICATIONS (ITEM 4.00)</b>	
<b>Leveling</b>	
Circular level in tribrach	8 1/2 mm (8'0.007 ft)
Electronic 2-axis level In the LC-display with a resolution of	0.3" (0.1 mgon)
<b>Servo system</b>	
MagDrive servo technology	Integrated servo/angle sensor electromagnetic direct drive
Rotation speed	115 degree/sec (128 gon/sec)
Rotation time Face1 to Face 2	2.6 sec
Positioning speed 180 degrees (200 gon)	2.6 sec
Clamps and slow motions	Servo-driven, endless fine adjustment
<b>Centering</b>	
Centering system	Trimble 3-pin
Optical plummet	Built-in optical plummet
Magnification focusing distance	2.3x/0.5 m to infinity (1.6 ft to infinity)
<b>Telescope</b>	
Magnification	30x
Aperture	40 mm (1.57 in)
Field of view at 100 m (328 ft)	2.6 m at 100 m (8.5 ft at 328 ft)
Focusing distance	1.5 m (4.92 ft) to infinity
Illuminated crosshair	Variable (10 steps)
Autofocus	Standard
<b>Camera</b>	
Chip	30x
Resolution	40 mm (1.57 in)
Focal length	23 mm (0.09 ft)
Depth of field	3 m to infinity (9.84 ft to infinity)

Field of view	16.5° x 12.3° (18.3 gon x 13.7 gon)
Digital zoom	4-step (1x, 2x, 4x, 8x,)
Exposure	Spot, HDR, Automatic
Brightness	User-definable
Image storage	Up to 2048 x 1536 pixels
File Format	JPEG
Compression ratio	User-definable
Video streaming	5 frames/sec
<b>Power Supply</b>	
Internal battery	Rechargeable Li-Ion battery 11.1 V, 5.0 Ah
<b>Operating Time</b>	
One internal battery	Approx. 6.5 hours
Three internal batteries in multi-battery adapter	Approx. 20 hours
Robotic holder with one internal battery	Approx. 13.5 hours
<b>Operating time for video robotic</b>	
One battery	5.5 hours
Three batteries in multi-battery adapter	17 hours
<b>AUTOLOCK AND ROBOTIC SURVEYING</b>	
<b>Autolock and Robotic Range</b>	
Passive prisms	500–700 m (1,640–2,297 ft)
Trimble MultiTrack Target	800 m (2,625 ft)
Trimble ActiveTrack 360 Target	500 m (1,640 Ft)
<b>Autolock pointing precision at 200 m (656 ft) (Standard deviation)</b>	
Passive prisms	<2 mm (0.007 ft)
Trimble MultiTrack Target	<2 mm (0.007 ft)
Trimble ActiveTrack 360 Target	<2 mm (0.007 ft)
Shortest search distance	0.2 m (0.65 ft)

Type of radio internal/external	2.4 GHz frequency-hopping, spread-spectrum radios
<b>FINELOCK</b>	
Pointing precision at 300 m (980 ft) (standard deviation)	<1 mm (0.003 ft)
Range to passive prisms (min-max)	20 m-700 m (64 ft-2,297 ft)
Minimum spacing between prisms at 200 m (656 ft)	0.8 m (2.625 ft)
<b>GPS SEARCH/GEOLOCK</b>	
GPS Search/GeoLock	360 degrees (400 gon) or defined horizontal and vertical search window
Solution acquisition time	15-30 sec
Target re-acquisition time	<3 sec
Range	Autolock & Robotic range limits

<b>ACCESSORIES (ITEM 4.00)</b> (Additional items to be included as part of standard digital level package)	
Trimble MultiTrack Target, including 7.4V Li-ion battery ( <i>Part Number: MT1000</i> )	

### WARRANTY

The Electronic Total Station shall be warranted against defects in material and workmanship for a period not less than twenty four (24) months. If the manufacturer's standard warranty exceeds twenty four (24) months, then the standard warranty period shall be in effect. Successful bidder shall furnish manufacturer's warranty to the receiving district office at the time of delivery.

### TRAINING

All necessary training shall be provided for no less than two (2) operators to fully understand and operate this equipment. (Minimum of eight (8) hours training) All Training shall be provided on-site, or at a suitable location specified by the purchaser. This applies to each total station purchased.

### SUPPORT

The successful bidder shall supply local support of all equipment purchased. The manufacturer shall provide a toll free number for technical support.

## **GENERAL**

Instrument includes all standard accessories, such as a carrying case, tool kit for performing field adjustments, rain hood, and a complete operating manual. Instrument should perform self-checks to determine if the instrument is working properly and display diagnostic error codes if not. Instrument should include automatic correction for earth's curvature and refraction. Instrument shall have three (3) preset display tables displaying instantaneously at the choice of the operator, (1) Horizontal angle, Vertical angle, and Slope distance, (2) Horizontal angle, Horizontal distance, and Difference in height, (3) Northing, Easting and Elevation. Instrument shall provide that capability of allowing the user to define display and output tables as desired, output tables to be independent of display tables. Instrument shall allow the setting of zero at any horizontal angle desired from the keyboard or data collector with no mechanical manipulation of the total station. Instrument shall maintain circle orientation even when switched off. PPM factor shall be automatically set by inputting the temperature and atmospheric pressure from the keyboard.

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**SPECIFICATIONS FOR DIGITAL LEVEL – ITEM 5.00**

<b>Model</b>	
Unit	<b>Trimble DiNi 03 Digital Level</b> (Part Number: 78030017)

<b>PERFORMANCE SPECIFICATIONS (ITEM 5.00)</b>	
<b>Accuracy</b>	
DIN 18723, standard deviation height measuring per 1 km (3,280.84 ft) of double leveling	
<b>Electronic Measurement</b>	
Invar precision barcode staff	0.3 mm (0.001 ft)
Standard barcode staff	1.0 mm (0.004 ft)
Visual measurement	1.5 mm (0.005 ft)
<b>Distance measurement</b> with a 20 m (65.62 ft) sighting distance	
Invar precision barcode staff	20 mm (0.066 ft)
Standard barcode staff	25 mm (0.082 ft)
Visual measurement	0.2 m (0.656 ft)
<b>Range</b>	
Electronic measurement	1.5 m – 100 m (4.92 ft - 328.08 ft)
Visual measurement	from 1.3 m (4.265 ft)
<b>Electronic Measurement</b>	
Resolution height measurement	0.1 mm / 0.0001 ft /0.0001 in
Resolution distance measurement	1 mm (0.003 ft)
Measurement time	3"
<b>Horizontal Circle</b>	
Type of graduation	400 grads and 360 deg
Graduation interval	1 grad and 1 deg
Estimation to	0.1 grad to 0.1 deg

<b>Measurement Programs</b>	
Standard programs	Single measurement with and without stationing, stakeout, line leveling with intermediate site and stakeout, line adjustment
Leveling methods	BF, BFFB, BFBF, BBFF, FBBF, aBF, aBFFB, aBFBF, aBBFF, aFBBF
<b>Environmental</b>	
Operating temperature	-20° C to +50° C (-4° F to 122° F)
Dust- and waterproofing	IP55

<b>GENERAL SPECIFICATIONS (ITEM 5.00)</b>	
<b>Telescope</b>	
Aperture	40 mm (0.131 ft)
Field of view at 100 m	2.2 m (7.217 ft)
Electronic measurement field	0.3 m (0.984 ft)
Magnification	32 x
<b>Compensator</b>	
Inclination range	±15"
Setting accuracy	±0.2'
Circular level	8'2 mm with illumination
Display	Graphical, 240 x 160pixels, monochrome with illumination
Keyboard	19 key alpha-numeric and 4 way arrow for navigation\
<b>Recording</b>	
Internal memory	Up to 30,000 data lines
External memory	USB Flash Drive support
Data transfer	USB interface for data transfer between DiNi and PC
<b>Power supply</b>	
Internal battery	Li-ion, 7.4V / 2.4 Ah
Operating time	3 days working time without illumination

<b>ACCESSORIES (ITEM 5.00)</b> (Additional items to be included as part of standard digital level package)
Battery Charger

### **TRAINING**

All necessary training shall be provided for no less than two (2) operators to fully understand and operate the equipment. (Minimum of eight (8) hours training) All Training shall be provided on-site, or at a suitable location specified by the purchaser. This applies to each digital level purchased.

### **SUPPORT**

The successful bidder shall supply local support of all equipment purchased. The manufacturer shall provide a toll free number for technical support.

### **GENERAL**

Instrument includes all standard accessories, such as a carrying case, tool kit for performing field adjustments, and a complete operating manual.

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**SPECIFICATIONS FOR DIGITAL LEVEL – ITEM 5.01**

<b>Model</b>	
Unit	<b>Trimble DiNi 07 Digital Level</b> <i>(Part Number: 78070017)</i>

<b>PERFORMANCE SPECIFICATIONS (ITEM 5.01)</b>	
<b>Accuracy</b>	
DIN 18723, standard deviation height measuring per 1 km (3,280.84 ft) of double leveling	
<b>Electronic Measurement</b>	
Invar precision barcode staff	0.7 mm (0.002 ft)
Standard barcode staff	1.3 mm (0.004 ft)
Visual measurement	2.0 mm (0.007 ft)
<b>Distance measurement</b> with a 20 m (65.62 ft) sighting distance	
Invar precision barcode staff	25 mm (0.066 ft)
Standard barcode staff	30 mm (0.082 ft)
Visual measurement	0.3 m (0.656 ft)
<b>Range</b>	
Electronic measurement	1.5 m – 100 m (4.92 ft - 328.08 ft)
Visual measurement	from 1.3 m (4.265 ft)
<b>Electronic Measurement</b>	
Resolution height measurement	0.1 mm / 0.001 ft /0.001 in
Resolution distance measurement	10 mm (0.033 ft)
Measurement time	2"
<b>Horizontal Circle</b>	
Type of graduation	400 grads and 360 deg
Graduation interval	1 grad and 1 deg
Estimation to	0.1 grad to 0.1 deg

<b>Measurement Programs</b>	
Standard programs	Single measurement with and without stationing, stakeout, line leveling with intermediate site and stakeout, line adjustment
Leveling methods	BF, BFFB, aBF, aBFFB,
<b>Environmental</b>	
Operating temperature	-20° C to +50° C (-4° F to 122° F)
Dust- and waterproofing	IP55

<b>GENERAL SPECIFICATIONS (ITEM 5.01)</b>	
<b>Telescope</b>	
Aperture	40 mm (0.131 ft)
Field of view at 100 m	2.2 m (7.217 ft)
Electronic measurement field	0.3 m (0.984 ft)
Magnification	26 x
<b>Compensator</b>	
Inclination range	±15"
Setting accuracy	±0.5'
Circular level	8'2 mm with illumination
Display	Graphical, 240 x 160pixels, monochrome with illumination
Keyboard	19 key alpha-numeric and 4 way arrow for navigation\
<b>Recording</b>	
Internal memory	Up to 30,000 data lines
External memory	USB Flash Drive support
Data transfer	USB interface for data transfer between DiNi and PC
<b>Power supply</b>	
Internal battery	Li-ion, 7.4V / 2.4 Ah
Operating time	3 days working time without illumination

<b>ACCESSORIES (ITEM 5.01)</b> (Additional items to be included as part of standard digital level package)
Battery Charger

## **TRAINING**

All necessary training shall be provided for no less than two (2) operators to fully understand and operate the equipment. (Minimum of eight (8) hours training) All Training shall be provided on-site, or at a suitable location specified by the purchaser. This applies to each digital level purchased.

## **SUPPORT**

The successful bidder shall supply local support of all equipment purchased. The manufacturer shall provide a toll free number for technical support.

## **GENERAL**

Instrument includes all standard accessories, such as a carrying case, tool kit for performing field adjustments, and a complete operating manual.

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**SPECIFICATIONS FOR MMGPS LASER ZONE SYSTEM – ITEM 6.00**

<b>Model</b>	
Unit	<b>Topcon mmGPS Laser Zone System</b> (Part Number: 99-051103-01)

<b>GENERAL SPECIFICATIONS (ITEM 6.00)</b>	
<b>PZL-1 Laser Transmitter</b>	
Zone Width	±10° (5-30 m), ±5 m (30~300 m)
Zone Radius	300 m (985 ft)
Laser Zone Accuracy	Vertical: 1 Arc second resolution
Auto-Leveling Range	±3°
Rotation Speed	600 rpm
Laser Class	Class 2
Light Source	L.D. (Laser Class : Class 1 (I), invisible laser)
Channels	3
Plummet	Yes (Laser Class : Class 2 (II), visible laser)
Serial Port	RS-232C
Power Supply	Ni-MH with run change or 4 D-Cell dry batteries
Operating Time	Approx. 15 hours (with Ni-MH batteries)
Operating Time at 68° F (20° C)	Approx. 20 hours (with Alkaline batteries)
Ingress Protection	IPX6 (Based on the standard IEC60529)
Operating Temperature	-20° C to +50° C (-4° F to +122° F)
Bluetooth Transmission	Class 2
Bluetooth Communication Distance	About 5 m (the range will be different by a condition)
<b>PZS-1 Laser Receiver</b>	
Detective Angle	±10° Vertical; ±10° Horizontal
Serial Port	RS-232C
Power Supply	BT-62Q
Operating Time at 68° F (20° C)	Approx. 8 hours
Operating Temperature	-20° C to +50° C (-4° F to +122° F)
Ingress Protection	IPX6 (Based on the standard IEC60529)

<b>BC-30 Battery</b>	
Input Voltage	AC-120 or 230 V
Recharging Time	Approx. 3 hours (at +20° C / +68° F)
Operating Temperature	-20° C to +50° C (-4° F to +122° F)

<b>ACCESSORIES (ITEM 6.00)</b> (Additional items to be as part of standard mmGPS Laser Zone System package)	
Battery, BT-62Q ( <i>Part No: 60565</i> ) - PZS-1 Laser Receiver	
Battery, BT-63Q ( <i>Part No: 57103</i> ) - PZS-1 Laser Transmitter	

### **TRAINING**

All necessary training shall be provided for no less than two (2) operators to fully understand and operate the equipment. (Minimum of eight (8) hours training) All Training shall be provided on-site, or at a suitable location specified by the purchaser. This applies to each digital level purchased.

### **SUPPORT**

The successful bidder shall supply local support of all equipment purchased. The manufacturer shall provide a toll free number for technical support.

### **GENERAL**

Instrument includes all standard accessories, such as a carrying case, tool kit for performing field adjustments, and a complete operating manual.

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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 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

**Preferences**

- a. In the evaluation of bids/quotes, 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.