



**MISSOURI DEPARTMENT OF TRANSPORTATION
CENTRAL DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION
FOR PURCHASES OVER \$25,000.00**

REQUEST FOR 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: NOVEMBER 25, 2011	QUOTE DUE BY (DATE AND TIME): DECEMBER 6, 2011 1:00 PM CST	F.O.B. REQUIREMENTS: FOB DESTINATION
TO BE DELIVERED/COMPLETED NO LATER THAN: 30 DAYS AFTER RECEIPT OF ORDER (ARO)	QUOTATION #: CD-12-012 GPS SURVEY EQUIPMENT THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: COREY DUEMMEL PHONE NUMBER: 573-526-6956 FAX NUMBER: 573-526-6796
District Mailing Address: MoDOT Central District Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102	Delivery Locations: MoDOT Central District Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102	

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
See Enclosed Bid Documents and Pricing Pages					

VENDOR NAME:

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

Missouri Department of Transportation

1511 Missouri Blvd.
P.O. Box 718
Jefferson City, Missouri 65102
573.751.3322
Fax: 573.522.1059
1.888.ASK MODOT (275.6636)

November 25, 2011

GENERAL SERVICES: SEALED BID REQUEST CD-12-012B GPS Survey Equipment
The Missouri Department of Transportation, desires to establish pricing for the purchase of 'GPS Survey Equipment' meeting the listed specification.

Sealed bids for the purchase of GPS Survey Equipment will be received by the Missouri Department of Transportation Central District, Jefferson City, Missouri, until **1:00 P.M., CST, Decemer 6, 2011**, and at that time will be publicly opened and read at MoDOT Central District, General Services, 1511 Missouri Blvd in Jefferson City, Missouri 65102.

Bid(s) are to be returned in a sealed envelope plainly marked **BID# CD-12-012B GPS Survey Equipment**. The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of accepting proposals. Any proposals arriving at the designated office after the deadline specified will not be considered.

The right is reserved by the Missouri Highways and Transportation Commission to reject any or all bids and no award is final until formally approved by the Commission.

Respectively,

Corey Duemmel,
MoDOT Central District
Sr.Procurement Agent
(573) 526-6956





Bid Opening December 6, 2011 - 1:00 PM CST

BID PROPOSAL

The Missouri Department of Transportation, herein MoDOT, desires to establish pricing for the purchase of new '**GPS Survey Equipment**' meeting the listed specification(s) with the addition of offering used equipment as trade-in value. Use of this bid may be utilized by all seven (7) districts. Award will be based on delivery to the Central District. There is no guarantee as to any quantity that may be purchased.

General Requirements

The contractor shall agree and understand that MoDOT shall send the contractor the GPS Units specified elsewhere herein as Trade-In Equipment. The contractor shall keep such trade-in equipment and provide MoDOT with the new GPS Units and Accessories specified elsewhere herein.

- a. The contractor shall agree and understand all trade-in Equipment shall not be picked-up until MoDOT receives and accepts all of the new equipment and accessories.
- b. The contractor shall pay for all costs associated with such pick-up or shipping of all Trade-in Equipment.

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.

Bid Submission

All bids must be received in a sealed envelope clearly marked **BID# CD-12-012B GPS Survey Equipment**. All bids must be received at the following address no later than December 6, 2011, 1:00 PM, CST.

MoDOT Central District
General Services – Attn: Corey Duemmel
1511 Missouri Blvd.
Jefferson City, Missouri 65102.

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. Bidders 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 bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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.

Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid. Any bidder supplying pricing on any brand other than the requested item must supply specification sheets at the time of bid. All bid items submitted will be reviewed prior to award for equality.

It is the sole responsibility of the bidder to check for any addendum during the time this project is out for bid and to ensure their bid price reflects any addendum.

Award/Cancellation

Award will be to the lowest total bid price based on delivery to the Jefferson City location. The lowest bid price will be determined by a vendor's bid price for new equipment less the trade-in value as listed by the bidder for the Central Districts current equipment in Table #1.

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

The additional listed locations delivery price will be used for the ordering districts. MoDOT reserves the right to cancel this bid at any time.

Delivery Requirements

The contractor shall deliver the GPS Units specified herein at the location referenced below within thirty (30) calendar days after the issue date of a purchase order.

Locations (FOB Destination)

MoDOT Central District
Survey Department
1507 Missouri Boulevard.
Jefferson City, MO. 65102



Liquidated Damage Requirements:

The contractor shall agree and understand that providing GPS Units in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to provide GPS Units in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$200.00 per day, per complete order for each such delinquent day.
- b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

Invoicing and Payment Requirements

The contractor shall submit an itemized invoice on Company. The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document. Other than the payment specified on the pricing page, no additional charges, including fuel surcharges shall be made to the contractor for any reason.

Payment

Payment will be made only after the final inspection of each unit, meeting all listed specifications and free of defects. Vendors' price must also allow for payment via Purchasing Card at the bid price if vendor is capable of processing credit cards.

It is MoDOT's goal to pay all invoices within 30 days from receipt of invoice.

Contacts

If you have any questions regarding bid requirements, please call Corey Duemmel at (573) 526-6956.



ADDITIONAL NOTES

All awarded bidders MUST:

1. Be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144, their number is (573) 751-9268.
2. Be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.

If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

3. Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last five (5) years, in order to allow the Missouri Department of Transportation to pay invoice.

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.



Bid Opening December 6, 2011 - 1:00 PM CST

PRICING PAGE

Pricing/Award

The lowest bid price will be determined by a vendor's bid price for new equipment LESS the trade-in value as listed by the bidder for the Central Districts current equipment as listed in Table #1.

PRICING TABLE #1

Qty	Model	Description	Cost	Sub Totals/Totals
Purchase of New Equipment				
1 ea	GR5-RTK (or equivalent)	Topcon GR5-RTK w/ programmable UHF radios and internal GSM modem – the system is the Topcon GR5-RTK with programmable UHF radios and internal cellular modems. The base and rover should come with GPS and GLONASS, as well as Bluetooth wireless capabilities. Included in the base system should consists of the two rover heads, two batteries for each head, two chargers, antennas, operating manuals, and the case.	\$ _____	
		<i>Make/Model if other than GR5-RTK</i> _____		
(Less) Trade-In Equipment with Accessories				
Lot 1	-	<u>Includes:</u> (1) Topcon PGA 1, (1) Hiper Plus Rover and (1) Topcon Legacy E-base (with chargers)	(\$ _____)	
Lot 2	-	<u>Includes:</u> (1)Topcon PGA 1, (1) Hiper Pluse Rover, (1) Topcon GB500-base and (1) Pac Crest 35 watt Base Radio Kit, cables 12.5 spacing (with chargers)	(\$ _____)	
Lot 3	-	<u>Includes:</u> (1) Hiper Plus Rover	(\$ _____)	
			Bid Price	\$ _____

Vendor Name: _____



ALTERNATE PRICING PAGE(S)

It may be determined that other MoDOT districts may choose to take advantage of this bid and purchase new equipment as listed in Table #1, as well as trade in their own older equipment that could be listed in Table #2.

Check 'Yes/No' if you choose to offer value to any additional trade-in equipment in Table #2. Any value indicated will be subtracted from the purchase price of 'New Equipment' in Table #1.

Bidder may choose to accept additional trade-in equipment at the listed values with the purchase of a new TOPCON GR5-RTK (or equivalent): YES _____ NO _____

PRICING TABLE #2

Item	Description	Trade-In Value
1	Complete Set: NAVCOM RTK-3010S	(\$_____)
2	Complete Set: LEICA	(\$_____)
3	Complete Set: _____	(\$_____)
4	Complete Set: _____	(\$_____)

Item3 and 4 to be filled out by bidders as additional models to be accepted.



ACCESSORIES

Item	Model	Description	Cost
1	Model PDLI HP Base TDS PCC_ADL-430-75450-43	Pac Crest 35 watt Base Radio Kit with cables, 12.5 spacing	\$ _____
2	Model #5129-50	Seco Rover Pole	\$ _____
3	Model #GST20-9	Leica Tri-Pod	\$ _____
4	Model #TDS PCC-C02552	5db gain whip-type radio antennas	\$ _____
5	Model #TDS PCC-A00911	Radio antenna cable with mount	\$ _____
6	Model #5198-055	Seco Data collector pole mounting bracket with compass	\$ _____
7	Model #5198-088	Allegro Data Collector Bracket	\$ _____
8	Model #55501	Topcon Optical Plummet Tribach	\$ _____
9	Model #CM38	Rotatable Tribach Adaptor	\$ _____



ADDITIONAL SHIPPING LOCATIONS/PRICES

Bidder shall list 'shipping' price adjustment based on shipping to the alternate locations.

<u>Location</u>	<u>Price Adjustment (+/-)</u>
Northwest District 3602 North Belt Highway St. Joseph, MO 64502	\$ _____
Kansas City District 2050 N.E. Independence Lee Summit, MO. 64064	\$ _____
Southwest District 3025 E. Kearney Springfield, MO 65804	\$ _____
Southeast District (Sikeston) 201 N. Main Sikeston, MO. 63801	\$ _____
Southeast District (Willow Springs) U.S. Rt. 63 North Willow Springs, MO. 65587	\$ _____
St. Louis District 2309 Barrett Station Rd. Ballwin, MO. 63021	\$ _____
Northeast District (Hannibal) Highway 61 South Hannibal, MO. 63401	\$ _____
Northeast District (Macon) 902 N. Missouri St. Macon, MO. 63552	\$ _____



ENDORSEMENT PAGE

SEALED BIDS TO BE MAILED TO:

Missouri Department of Transportation
Central District General Services/Procurement
1511 Missouri Blvd. (or)
P.O. Box 718
Jefferson City, MO 65102

Clearly Marked: **Bid Request CD-12-012B GPS Survey Equipment**

Firm: _____

Street: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

Name: _____

Signature: _____

Email: _____

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

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.

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.

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.

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

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.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$200 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.