

# Road Commission of St. Joseph County

## Invitation to Bid: 2022 Survey Equipment

Sealed bids will be publicly opened at 10:00 AM, EST on Monday, June 30, 2022, by the St. Joseph County Road Commission, at 20914 M-86, Centreville, Michigan 49032 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.

1. The Road Commission reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Contractor, waive any irregularities or informalities or both, to reject any and all bids, quotes and proposals, and in general to make the award of the contract in any manner deemed by the Respective Board, at its sole discretion, to be in the Road Commission's best interest.
2. The bid must be delivered in person or sent by mail to the St. Joseph County Road Commission, 20914 M-86, Centreville, Michigan 49032. **It shall be in a sealed envelope marked with the name and address of the vendor on the outside of the envelope. 2022 Survey Equipment should also be highlighted on the outside of the envelope. In addition, if the bid is to be express mailed, "Bid Documents Enclosed" must be conspicuously marked on the package.** Facsimile and/or e-mail transmitted bids will not be accepted.
3. **The bidder shall assume full responsibility for delivery of bids prior to the appointed hour and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof.** Bids shall be accepted by the Road Commission at any time during the normal course of business only, said hours being 6:00 am to 4:00 pm, Monday through Thursday, legal holidays excepted. A contractor may withdraw their bid response by written request at any time prior to the scheduled bid opening. Any bid received after the scheduled opening time will not be accepted and will be returned unopened. No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.
4. IT IS UNDERSTOOD THAT THE BOARD OF ST. JOSEPH COUNTY ROAD COMMISSIONERS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED ITEM AND ALL PRICES QUOTED SHALL NOT INCLUDE ANY SUCH TAX.
5. The total price quoted by the Bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the Road Commission's consent will not be accepted and will, at the Contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Contractor's expense.
6. The bidder by execution of the bid thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.
7. All bids must be submitted on the Road Commission's form of bid blank. The bid shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder. Submission of a bid will be construed as a conclusive presumption that the vendor is thoroughly familiar with the Bid Proposal and Specifications and that vendor understands and agrees to abide by each and all of the stipulations and requirements contained therein.

8. In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.
9. The Road Commission Board may award bids in whole or parts thereof, reserves the right to reject any and all bids, waive irregularities in any bid and award the bid in any manner which best fits our needs and appears to be in the best interest of the Road Commission; the right to waive irregularities in any bid, and the right to reject bids at the time the bids are evaluated. Best interest will be based on Total Cost of Ownership principles. TCO identifies all elements impacting the life cycle value of the proposed commitment.
10. The Road Commission of St. Joseph County reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The Road Commission of St. Joseph County reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
11. Contractors aggrieved by an award of any resulting contract may file a written notice of protest with the Road Commission within seven (7) calendar days of the award by the Board of County Road Commissioners.
12. When applicable, due to MIOSHA regulations, contractor must furnish material safety data sheets for their products.
13. Contractors are encouraged to submit complete and comprehensive data and descriptive literature covering the items proposed to be furnished. Vendors submitting alternate bids must provide this along with specifications documenting product is equal to or surpasses the specified bid item. Alternate bids submitted without the above documentation will be considered nonresponsive and rejected.
14. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded contractor to obtain all licenses and permits required to complete this contractual service, at no cost to either Road Commission. These licenses and permits shall be readily available for review by the Administration.
15. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
16. The Road Commission of St. Joseph County adheres to Title VI related requirements as outlined in USDOT Regulation 49 CFR-Part 26, Appendix A of MDOT Bidding Specifications. The Road Commission of St. Joseph Counties is an Equal Opportunity Agency.
17. The Road Commission of St. Joseph County will not pay fuel surcharges.
18. All documents and correspondence submitted to the Road Commission becomes the property of the Road Commission and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contract and attachments.

**St. Joseph County Road Commission**  
**BID FOR**  
**2022 Survey Equipment**

The undersigned herein submitted this bid and agrees to enter into an agreement with the Road Commission of St. Joseph County in accordance with the bid documents. In submitting this complete and signed bid, it is understood that the right is reserved by the Road Commission to reject any or all bids and to make such award that is in the best interest the Road Commission.

**PROJECT DESCRIPTION:**

New Survey Equipment Bid including a robotic total station, GNSS receiver and data collector.

The road commission will take into account the accuracy of the equipment, ease of use and cost of equipment.

This award will not be necessarily chosen by Low Bid and MiDEAL bids may be considered.

Equipment is to be line itemed with a unit cost for the equipment.

Bids are to include the minimum of the following

- 1.) Robotic total station with 3 second minimum accuracy including all cords and power requirements that may be separate.
- 2.) Prism for total station including receivers necessary for connection to total station (may be GNSS unit if applicable).
- 3.) Carbon Fiber Pole for Prism.
- 4.) Perpetual license for software.
- 5.) Data collector compatible with total station and GNSS receiver which may be windows or android based, including cables.
- 6.) Mounting clip for data collector
- 7.) Integrated GNSS unit that is capable of connecting to GPS, GLONASS, Galileo, BeiDou, and SBAS at a minimum along with cost of connecting to the networks.
- 8.) Charger for all batteries that are required for total station, GNSS unit, collector and prism
- 9.) One extra battery for all units that require a battery.

Optional Items may include

- 1.) Tripod for total station
- 2.) Bipod option for Prism Pole
- 3.) Additional batteries for all units that require a battery.
- 4.) Dual battery charger

**INDEMNIFICATION**

SJCRC will not be responsible for injury to contractor’s employees, sub-contractors, or to third parties caused by the contractor’s agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

“The contractor agrees to protect, defend, indemnify and hold the SJCRC and its commissioners, officers, employees and agents free and harmless from and against any and losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligation, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder”.

“The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to indemnify the SJCRC for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the SJCRC, its commissioners, officers, employees or agents”.

**INSURANCE**

If awarded the bid, Bidder agrees to procure and maintain the following insurance coverage, naming the St. Joseph County Road Commission as **“Additional Insured”**, and furnish a proof of the Certificate of Insurance to the SJCRC:

- A. Comprehensive General Liability including \$1,000,000 per occurrence and \$2,000,000 aggregate
  - 1. Products and completed operations
  - 2. Broad form property damage
  - 3. Premises operations
  - 4. Broad form contractual
  - 5. Personal injury
  
- B. Workers’ Compensation Employers Liability Statutory Coverage and Employer’s Liability Limits of: \$500,000/\$500,000/\$500,000
  
- C. Automobile liability including hired and leased vehicles owned and non-owned autos \$1,000,000 CSL or \$500,000 per person \$1,000,000 per accident \$500,000 Property damage

Personal Injury Protection – Statutory Limits and Property Protection Insurance - \$1,000,000 Limit. Certificate shall provide for thirty (30) days notice to the Road Commission prior to cancellation.