

# Invitation to Bid



The Mid-America Regional Council (MARC) will accept separate sealed bids from vendors interested in providing the following, in accordance with the attached specifications:

## **Bid No.: 12.11.1, EOD Portable X-Ray(s)**

**Issued: 12-11-2023**

<i>Bid MUST BE RECEIVED BY</i>	December 29 <sup>th</sup> , 2023, 1p.m. Local Time
<i>BIDS WILL BE OPENED AT</i>	December 29 <sup>th</sup> , 2023, 1 p.m. Local Time
<i>RETURN ELECTRONIC BIDS TO</i>	Purchasing Coordinator by electronic mail ONLY
<i>SUBJECT LINE</i>	BID 12.11.1, EOD Portable X-Ray (s)- BIDDER NAME—OPENS 12/29/23 1P.M.
<i>CLARIFICATION DEADLINE</i>	Request for clarification will not be accepted after 5p.m. on December 27 <sup>th</sup> 2023.
<i>SUBMIT IN WRITING TO</i>	Cassidy Burwick, <a href="mailto:cburwick@marc.org">cburwick@marc.org</a>
<i>NOTICE OF AWARD</i>	Expect to announce award on January 26 <sup>th</sup> , 2023.

MARC and participants reserve the right to reject any, and all bids to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.

If bidders received this bid document from sources other than [www.marc.org/kcrpc](http://www.marc.org/kcrpc) or [www.demandstar.com](http://www.demandstar.com), you must contact the Purchasing Coordinator, Cassidy Burwick, to be added to the distribution list for any addendums, clarifications, or other bid notices.

Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals, or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers containing descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law."

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## **LEGAL ADVERTISEMENT**

INVITATION FOR BID

BID # 12.11.1

*A nonprofit, MARC, in Kansas City is seeking sealed bids from qualified vendors to purchase EOD portable x-rays. This purchase will include two 14"X17" narrow margin DR Imager, mil-grade controller, and shipping case. Must have advanced long range wireless communications and wired communications capabilities. This purchase will also include two 20V X-Ray generator kits with Li-ion batteries, charger, cable, and case. Documents available by visiting [www.demandstar.com](http://www.demandstar.com) or [www.marc.org](http://www.marc.org).*

*Bids must be submitted electronically via email to [cburwick@marc.org](mailto:cburwick@marc.org). Bids are due by 1 p.m. on December 29<sup>th</sup>, 2023.*

Published: Columbia Daily Tribune 12/18-22/2023  
Springfield News-Leader 12/18-22/2023

## **SECTION 1.0 SCOPE and INTRODUCTIONS**

MARC is accepting separate sealed bids from qualified vendors interested in providing EOD portable X-ray(s) and accessories that meet specifications outlined in Section 4.0.

**1.1 DEFINITIONS** - Definitions of all relevant terms and entities are provided below. Defined terms or entities used in this Invitation for Bid start with a capital letter.

- 1.1.1 "MARC" refers to the Mid-America Regional Council.
- 1.1.2 "Purchasing Coordinator" refers to the authorized representative of MARC designated to handle bid solicitation and award and modification of the contract.
- 1.1.3 "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
- 1.1.4 The "specifications" include Section 4.

## **SECTION 2.0 SPECIFIC REQUIREMENTS**

### **2.1 PREPARATION OF BIDS:**

- 2.1.1 Bidders are expected to examine any specifications, schedules, and instructions. Failure to do so will be at the bidder's risk.
- 2.1.2 Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must make initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished.
- 2.1.3 The bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- 2.1.4 If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- 2.1.5 Prices quoted are to be firm and final.
- 2.1.6 In submitting bids, the bidder agrees the Purchasing Coordinator shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.

### **2.2 SUBMISSION & ACCEPTANCE OF BIDS**

- 2.2.1 Failure to follow these procedures is cause for rejection of bid.
- 2.2.2 Section 5.0 MUST be completed and submitted electronically to the Purchasing Coordinator by the date and time stated on the cover page. Bidders shall retain a copy for their records.
- 2.2.3 Telegraphic or faxed bids may not be considered unless authorized by the invitation.
- 2.2.4 A bid that is in the possession of the Purchasing Coordinator may be altered by electronic telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.2.5 A bid that is in the possession of the Purchasing Coordinator may be withdrawn by the bidder up to the time of the bid opening. All requests for bids to be withdrawn must be

made in writing by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.

- 2.2.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to MARC or any Participant. If not consumed by testing, samples will be returned at bidders' request and expense, unless otherwise specified by the invitation.
- 2.2.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

### **2.3 EXPLANATION TO BIDDERS (CLARIFICATIONS)**

- 2.3.1 Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, any drawings, specifications, etc., must be requested in writing no less than seven (7) calendar days before the deadline for submission of bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

### **2.4 LATE BIDS & MODIFICATIONS**

- 2.4.1 It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

### **2.5 PAYMENT TERMS**

- 2.5.1 TAX EXEMPT: It is expected that this purchase(s) will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The Purchasing Coordinator will provide proof of tax exemption status when requested by the vendor if selected.
- 2.5.2 The payment terms for the awarded vendors shall be Net 30, after receipt of invoices and delivery.

### **2.6 MATERIAL AVAILABILITY**

- 2.6.1 Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify MARC immediately if materials specified are discontinued, replaced, or not available for an extended period. Acceptance of such materials at the discretion of MARC must be notified and approved in advance of discontinuation, replacement, or non-availability.

### **2.7 FORMS**

- 2.7.1 Vendors participating in this contract shall fill provide a W-9 and any applicable forms as requested, in a timely manner, prior to issuance of Purchase Orders.

## **2.8 COMPLIANT WITH APPLICABLE LAWS**

- 2.8.1 The bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

## **2.9 ANTI-TRUST**

- 2.9.1 Submission of a bid constitutes an assignment by the Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.

## **2.10 EQUAL OPPORTUNITY CLAUSE**

- 2.10.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws.
- 2.10.2 The bidder's attention is directed to all federal, state, local laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that they agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex.

## **2.11 REGULATIONS PURSUANT TO SO-CALLED 'ANTI-KICKBACK ACT'**

- 2.11.1 The bidder shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c).

## **2.12 CONFLICT OF INTEREST**

- 2.12.1 By acceptance of any purchase order resulting from this bid, the vendor certifies that to the best of their knowledge or belief, no elected or appointed official affiliated with or employed by MARC is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

## **Section 3.0 GENERAL CONDITIONS (AWARD and POST AWARD)**

### **3.1 AWARD OF CONTRACT**

#### **3.1.1 BASIS OF AWARD.**

- 3.1.1.1 The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- 3.1.1.2 MARC reserves the right to purchase additional portable x-ray devices at the same per unit cost during the Council's fiscal year, which ends 12/31/2024.

3.1.1.3 The Purchasing Coordinator reserves the right to reject any and all bids, to waive any and all technical defects, irregularities, and informalities in bids, to disregard all non-conforming or conditional bids or counterproposals, and to select the bid(s) deemed most advantageous to the entities.

3.1.2 EVALUATION OF BIDS

3.1.2.1 The evaluation of bids will include consideration of price, quality, adherence to specifications, warranties, and post-purchase support. Time of delivery and any other factors reasonably related to the overall cost to MARC will also be a factor in the award.

3.1.2.2 "Or Approved Equal" Clause.

Whenever a piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the equipment proposed, is, in the opinion of the Purchasing Coordinator, of equal substance and function. Substitute items may be rejected at the discretion of the Purchasing Coordinator.

Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The Program Coordinator may assume that items bid are equal or it may request proof thereof unless approved before shipment.

To the limit allowed by statutory authority, the Purchasing Coordinator and Participants shall give preference to all commodities manufactured, mined, produced, or grown within the United States, the States of Missouri or Kansas, and to all firms, corporations or individuals headquartered in the United States, the States of Missouri or Kansas, when quality is equal or better and the delivered price is the same or less.

3.1.4 NOTICE OF AWARD.

3.1.4.1 After considering the basis of award and evaluation of bids, the Purchasing Coordinator will, within ninety (90) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The vendor will then have ten calendar days to return any documentation needed as outlined (W-9).

**3.2 GENERAL GUARANTY AND WARRANTY**

3.2.1 The Vendor warrants that all materials and equipment furnished by the Vendor shall be new and of good quality. The Vendor Contractor shall furnish the Purchasing Coordinator with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment purchased.



#### **SECTION 4.0 SPECIFICATIONS**

Two (2) SmartRayVision SRV X1417 Extreme 3X complete portable x-ray system or equal to, including:

- 14" x 17: HD narrow margin DR Imager
- Mil-Grade controller
- Advanced long range wireless communications
- Wired communications
- Accessories
- SmartRayVision EOD Software
- Custom ruggedized shipping case.
- Two-year system warranty and one-year battery warranty.
- Two (2) XR150 Golden Generator 20V X-Ray Kit, 110v with two 20v Li-ion batteries, 11-v charger, cable, and case or equal to.

#### **SECTION 5.0 Submittal Section**

- 5.1 Bidders must complete and submit information outlined in the Bidder Checklist below including a W-9, a formal quote, product information sheets, and any additional relevant information as outlined in this document or seen fit by the bidder to the Purchasing Coordinator.

##### **BIDDER CHECKLIST:**

Complete and Submit W-9	YES	NO
Complete and Submit Formal Quote, Product Information Sheet, etc.	YES	NO
Complete Contact Information in Section 5.2	YES	NO
Are there any exceptions or additions to the specifications ? If yes, attach a separate sheet detailing the exceptions or additions. Any details provided must be cross referenced to the appropriate line item on formal quote.	YES	NO

- 5.2 Bidders must submit the following contact information for ordering, remittance, and technical support:

	Ordering:
Name:	
Address:	
City, state, zip	
Phone:	
Cell Phone:	
Email:	



	Remittance:
Name:	
Address:	
City, state, zip	
Phone:	
Email:	

	Technical Support:
Name:	
Address:	
City, state, zip	
Phone:	
Cell Phone:	
Email:	
Web:	

5.3 Statement of Offer: Bidder to check (a) or (b), and (c) if Bidder agrees to statements, and sign below.

- ☐ (a) Bidder does not make an offer in response to this invitation.
- ☐ (b) Bidder's offer will be held open and is not revocable within ninety (90) calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, completed the necessary bid information, and agree to provide samples, as requested. Bid pricing includes inside delivery, as specified in the bid invitation.
- ☐ (c) Allow cooperative purchasing by other entities (non-Participants).

_____ Bidder's (Company) Name	_____ Phone No
By: _____ Signature of Authorized Agent	_____ Fax No
_____ Title	_____ Date
_____ Address	_____ E-Mail Address
_____ City/State/Zip	_____ Tax ID No.