

City of Fayetteville Staff Review Form

2019-0158

Legistar File ID

4/2/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Matt Casey

3/6/2019

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Bid #19-23 with Laser Specialists, Inc. for the purchase of a RTK GNSS System, which is survey grade GPS equipment, in the amount of \$18,420.00 plus estimated taxes of \$1,795.95 for a total of \$20,215.95.

Budget Impact:

4470.800.8900-5210.00

Sales Tax Capital Improvements Fund

Account Number

Fund

19006.1

GPS Survey Equipment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 36,000.00

Funds Obligated \$ -

Current Balance \$ 36,000.00

Does item have a cost? Yes

Item Cost \$ 20,215.95

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 15,784.05

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF APRIL 2, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: March 6, 2019

SUBJECT: Bid #19-23, Surveying Equipment

RECOMMENDATION:

Staff recommends approval of Bid #19-23 with Laser Specialists, Inc. for the purchase of a RTK GNSS System, which is survey grade GPS equipment, in the amount of \$18,420.00 plus estimated taxes of \$1,795.95 for a total of \$20,215.95.

BACKGROUND:

This purchase is to replace existing GPS equipment originally purchased ten years ago. Advances in the field have rendered the existing equipment near obsolete. This equipment is used by our City Surveyor to provide survey data for all of the in-house engineering designs done by the Engineering Division.

DISCUSSION:

On February 26, 2019, the City received four (2) bids for this survey equipment. Laser Specialists, Inc. submitted the low bid of \$18,420.00. Taxes are estimated to be \$1,795.95 for a total of \$20,215.95.

BUDGET/STAFF IMPACT:

This equipment purchase is funded by the Sales Tax Capital Improvements Other Capital Improvements Fund.

Attachments:

Bid Submittal
Bid Tab



CITY OF
FAYETTEVILLE
ARKANSAS

Surveying Equipment

Official Bid Tabulation

Lionel Jordan, Mayor

Date of Advertisement: 2/6/2019

Date of Issue: 2/6/2019


Bid No. 19-23

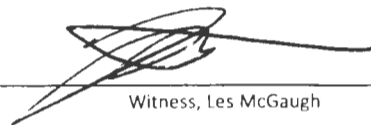
Date: 02.26.2019

Time: 2:00 PM

			Laser Specialists, Inc.	Stribling Equipment, LLC
Item	Description	Each	Extended Price	Extended Price
1	RTK GNSS System	1	\$18,420.00	\$27,864.29
Manufacturer			Spectra	Leica
Model			SPG0	ICG 60

CERTIFIED:


A. Foren, Purchasing Manager CPPB, CPPO


Witness, Les McGaugh

3/4/2019
Date

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 19-23, Surveying Equipment

DEADLINE: Tuesday, February 26, 2019 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday February 04, 2019

INVITATION TO BID Bid 19-23, Surveying Equipment

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

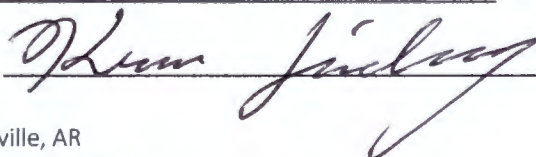
Name of Firm: Laser Specialists Inc.

Contact Person: Kevin Lindsey Title: Regional Sales Manager

E-Mail: Kevin.Lindsey@lasergps.com Phone: 417-208-6629

Business Address: 19879 W. 156th

City: Olathe State: KS Zip: 66062

Signature:  Date: 2-22-2019

City of Fayetteville
Bid 19-23, Surveying Equipment
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 19-23, Surveying Equipment

The City is seeking bids from qualified vendors for the purchase of one (1) RTK GNSS System.

All sealed bids are due by Tuesday February 26, 2019 before 2:00 PM, Local Time. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, lmcgaugh@fayetteville-ar.gov.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 02/04/2019

DATE REQUIRED AS A COMPLETE UNIT: 30 CALENDAR DAYS FROM DATE OF ORDER

F.O.B. 113 W. Mountain, Fayetteville, AR 72701

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
1	RTK GNSS System	1	\$ <u>18,420.00</u>	\$ <u>18,420.00</u>

TOTAL BASE BID: \$ 18,420.00

Please specify for Unit Bid:

Manufacturer Spectra Model SP60

ALL BIDDERS SHALL MEET THE "TECHNICAL SPECIFICATION" SECTION WITH BID. FAILURE TO SUBMIT ADEQUATE INFORMATION FOR EXCEPTIONS FOR SPECIFICATIONS CAN RESULT IN BID REJECTION.

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

~~X~~ 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain):

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Laser Specialists Inc.
Purchase Order/Payments shall be issued to this name
*D/B/A or Corporation Name Laser Specialists Inc.
*BUSINESS ADDRESS: 19879 W. 156th
*CITY: Olathe *STATE: KS *ZIP: 66062
*PHONE: 913-780-9990 FAX: 913-780-9815
*E-MAIL: Kevin.Lindsey@lasergps.com
*BY: (PRINTED NAME) Kevin Lindsey
*AUTHORIZED SIGNATURE: Kevin Lindsey
*TITLE: Regional Sales Manager
DUNS NUMBER: 131577553 CAGE NUMBER: 1MQP5
*TAX ID NUMBER: 48-1052847

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

**ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. **ATTACHMENTS TO BID DOCUMENTS:** N/A

1. The GNSS Receivers must meet the following minimum specifications:

- a. 240 GNSS channels
- b. GPS L1C/A, L1P(Y), L2P(Y), L2C
- c. GLONASS L1C/A, L2C/A, L3
- d. BeiDou B1 (phase 2), B2
- e. Galileo E1, E5b
- f. QZSS L1C/A, L2C, L1SAIF
- g. SBAS L1C/A
- h. L-band
- i. Support for Trimble RTX™ real-time correction services (subscription not included)
- j. Patented Z-Blade technology for optimal GNSS performance
- k. Full utilization of signals from all 6 GNSS systems (GPS, GLONASS, BeiDou, Galileo, QZSS and SBAS)
- l. Enhanced GNSS-centric algorithm: fully-independent GNSS signal tracking and optimal data processing, including GPS-only, GLONASS-only or BeiDou-only solution (autonomous to full RTK)
- m. Fast Search engine for quick acquisition and re-acquisition of GNSS signals
- n. Patented SBAS ranging for using SBAS code & carrier observations and orbits in RTK processing
- o. Patented Strobe™ Correlator for reduced GNSS multi-path
- p. Up to 10 Hz real-time raw data (code & carrier and position output)
- q. Supported data formats: ATOM, CMR, CMR+, RTCM 2.1, 2.3, 3.0, 3.1 and 3.2 (including MSM), CMRx and sCMRx (rover only)

2. Real-Time accuracy (RMS)

- a. Real-Time Kinematic position (RTK)
- b. Horizontal: 8 mm + 1 ppm
- c. Vertical: 15 mm + 1 ppm

3. Real-Time performance

- a. Instant-RTK® Initialization-Typically 2 sec for baselines < 20 km
- b. RTK initialization range: over 40 km

4. Physical characteristics

- a. Size, 21 x 21 x 7 cm (8.3 x 8.3 x 2.3 in)
- b. Weight, 930 g (2.08 lb.)
- c. User interface, Five LEDs for Power, Tracking, Bluetooth, Recording, Radio operations
- d. RS232 serial link
- e. USB 2.0/UART and USB OTG
- f. Bluetooth 2.1 + EDR. Long range: Class 1 (17dbm)

5. Memory

- a. 256 MB internal memory NAND Flash
- b. Over a month of 15 sec. raw GNSS data from 14 satellites

6. Operation

- a. RTK rover or base
- b. RTK network rover: VRS, FKP, MAC
- c. NTRIP, Direct IP
- d. Trimble RTX (subscription not included)

7. Environmental characteristics

- a. Operating temperature: -40° to +149°F (With UHF transmitter on radiating 2W of RF power, the operating temperature is limited to +131°F)
- b. power, the operating temperature is limited to +131°F)
- c. Storage temperature: -40° to +185°F (Without batteries. Batteries can be stored up to +158°F)
- d. Humidity: 100% condensing
- e. IP67 waterproof, sealed against sand and dust

8. Power characteristics

- a. Li-Ion battery, 7.4 V, 2600 mAh
- b. Battery life: 10 hours (GNSS On, UHF Rx Off)
- c. Battery life: 8 hours (GNSS On, UHF Rx On)
- d. External DC power: 9-28 V

9. System components

- a. 2 each SP60 GNSS RTK receivers
- b. 4 each Li-Ion batteries
- c. 2 each Dual battery charger with power supply and power cord kit
- d. 2 each Tape measure (3.6 m / 12 ft)
- e. 2 each 7 cm pole extension
- f. 2 each USB to mini-USB cable
- g. 2 each Removable (that can be replaced in the field) internal UHF 2-watt radio with antenna
- h. 2 each 25cm pole extension to allow radio antenna to go inside the pole
- i. 1 each 1.75 Meter Carbon Fiber rover pole
- j. 1 each external power cable
- k. 1 each Y cable, receiver to PacCrest HPB and battery
- l. 2 each optical plummet tribrachs
- m. 2 each tribrach adapters, to attach pole extensions to tribrachs
- n. 2 each padded transport cases
- o. 2-year receiver warranty

10. The receivers must be fully compatible with the City of Fayetteville's existing Carlson Surveyor 2, SurvCE data collection software, and ADL Base Radio.

11. Delivery

The complete RTK System and all other components as specified, shall be delivered: FOB Destination to the City of Fayetteville. The delivery is to be all encompassing. Partial shipments will not be accepted. It is the responsibility of the vendor to ensure that all the items bid are currently inspected and inventoried for completeness upon receipt. At the City's discretion training shall be completed as soon as possible, but no later than 30 days after full receipt of order.

12. Training

The successful vendor shall contact the City of Fayetteville to arrange a one-day training session. This training is to be conducted by a technical representative of the vendor. The training sessions will be held within the City of Fayetteville, AR.

13. Demonstration

Bidders will be required to present an on-site demonstration of their system's ability to meet the requirements of these specifications prior to award of the contract. This will include a demonstration of the equipment's ability to work interchangeably with the Carlson Surveyor2, SurvCE and ADL radio that are currently in operation. Demonstrations shall be conducted within the City of Fayetteville within ten (10) business days of the City's request. Failure to conduct a demonstration in accordance with this section or failure of the system to meet specified requirements will result in rejection of the bid. The City of Fayetteville will be the sole judge as to whether a system meets the requirements.

14. Technical Advisor

The vendor shall have a technical advisor available to respond by phone, within twenty-four hours during normal business hours, if problems or questions arise, and consultation is necessary.

15. Warranty

The vendor shall warrant that all items furnished shall conform to the requirements of this contract, and shall be free from defects in design, materials, and workmanship. The purchase price of the RTK System will include as a minimum, a two-year warranty on the GNSS receivers and 90-day warranty on batteries, chargers, cables and accessories. The successful bidder shall provide at no charge, within seventy-two hours, a comparable piece of equipment for the City's temporary use at any time the equipment is out of service due to warranty repair work for seventy-two hours or longer, during the warranty period. The bidder shall maintain a service center within 250 miles of the City of Fayetteville. All repair work (if necessary) shall performed by factory authorized technicians. All equipment bid must be new, must be in current production, and generally commercially available as of the date the purchase. Parts, including firmware, must be available for a minimum of two years from the bid date. All parts not specifically mentioned which are necessary for the units to be complete and ready for operation, or which are normally furnished as standard equipment shall be furnished by the successful bidder at the bid price.

16. Alternatives or Exceptions to Specifications

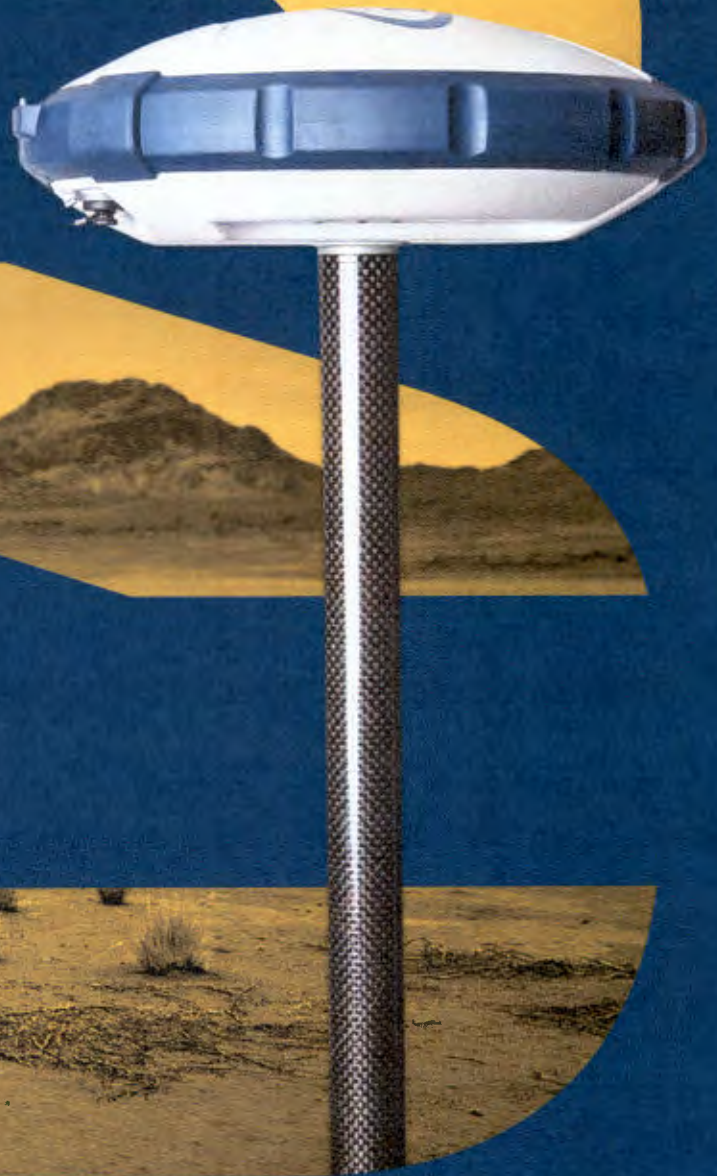
Alternatives or exceptions to these specifications will be considered by the City of Fayetteville, if due to evolving technology, and in the best interest of the City of Fayetteville. Whether or not any alternatives or exceptions will be considered, will be at the sole discretion of the City of Fayetteville.

Any and all alternatives or exceptions in the vendor's response must be very clearly identified and documented by the vendor.

No exceptions
Oscar Jindry

SPECTRA[®]
GEOSPATIAL

SP60[®]



www.spectrageospatial.com

SIMPLY VERSATILE

SP60 GNSS RECEIVER

The Spectra Geospatial SP60 is a new generation GNSS receiver offering a high level of flexibility to cover any demand from GIS all the way up to sophisticated RTK and Trimble RTX™ capable solutions.

Combining the unique all-signals-tracking and processing Z-Blade GNSS-centric technology and L-band capability for satellite-delivered Trimble RTX correction services, the SP60 receiver provides the most reliable measurements and the highest possible accuracy under any conditions anywhere in the world.

KEY FEATURES:

- Extended scalability
- Z-Blade GNSS-centric technology
- 240-channel 6G ASIC
- Anti-theft technology
- Long Range Bluetooth
- Trimble RTX correction services



Patented
inside-the-rod
mounted UHF
antenna design



TRULY SCALABLE AND VERSATILE

Extremely scalable and versatile, SP60 can respond to any type of GIS or surveying job starting with two GIS configurations, to a simple L1 GPS only post-processing solution, all the way up to dual-frequency GNSS network RTK rover. Also, the L-band capable GNSS antenna delivers Trimble RTX positioning in those places where an RTK network is not available. Finally, optional UHF transmit radio or embedded Long Range Bluetooth enable SP60 receivers to be used as a base and rover system. This extended flexibility allows surveyors to start with a simple solution, and through hardware and firmware upgrades, adapt the SP60 to more complex survey jobs.

UNIQUE 6G GNSS-CENTRIC TECHNOLOGY

Exclusive Z-Blade processing technology running on a next-generation Spectra Geospatial 240-channel 6G ASIC fully utilizes all 6 GNSS systems: GPS, GLONASS, BeiDou, Galileo, QZSS and SBAS. The unique GNSS-centric capability optimally combines GNSS signals without dependency on any specific GNSS system; this allows SP60 to operate in GPS-only, GLONASS-only or BeiDou-only mode if needed. Thanks to this unique GNSS technology, SP60 is optimized for tracking and processing signals even in very challenging environments.

OPEN TO 3RD PARTY CONTROLLERS AND APPLICATIONS

With SP60, consumer devices are no longer limited by their internal GPS and can reach mapping grade or even survey-grade accuracy levels. This solution is also open to any application needing to get an accurate position. The SSpace application makes integration immediate and straightforward. With SP60 it is now possible to have accurate positions on an Android consumer smart phone or tablet.



TRIMBLE RTX CAPABLE

Trimble RTX correction services offer a wide range of accuracy requirements ranging from better than 4 cm accuracies, up to sub-meter accuracies, without the need of an RTK base station or cellular coverage. Trimble RTX is available via both satellite and cellular/IP delivery. The premium service, CenterPoint® RTX is the most accurate satellite-delivered correction service available today. The SP60, empowered with an L-band GNSS antenna, supports the entire suite of Trimble RTX correction services via satellite delivery and is ideal for operating in areas where there is no network available and a local base and rover set-up is not possible. With the SP60 GNSS receiver and a Trimble RTX correction, achieve high-accuracy positioning nearly anywhere in the world.

BUILT-IN LONG RANGE BLUETOOTH

SP60 integrates powerful Long Range Bluetooth capabilities opening new operating modes for surveyors. Now, the Bluetooth wireless communication can be used as an alternative radio link between base and rover over a few hundred meters range making this solution very attractive for small site surveys. Easier and simpler than UHF radio, and without any need for a license, this can be a very efficient way to quickly setup a short range base rover solution.

ANTI-THEFT TECHNOLOGY

Unique anti-theft technology secures SP60 when installed as a field base station in remote or public places and can detect if the product is disturbed, moved or stolen. This technology allows the surveyor to lock the device to a specific location and make it unusable if the device is moved elsewhere. In this case, SP60 will generate an audio alert and block the device from further use. SP60's anti-theft technology provides surveyors with remote security and peace of mind.

ADVANCED DESIGN

In addition to the cutting-edge L-band capable GNSS antenna, and unique Long Range Bluetooth module, the SP60 GNSS receiver design incorporates a number of innovative ideas and enhancements. It features a rugged, impact-resistant housing, easily withstanding 2m pole drops. Waterproof to IP67 standard, it can handle the toughest outdoor conditions. The patented UHF antenna, set inside the fiberglass rod, extends the range of RTK radio performance and provides protection at the same time. All of these enhancements make the design of SP60 GNSS receiver truly unique and powerful.



THE SPECTRA GEOSPATIAL EXPERIENCE

Survey Pro or FAST Survey field software provides easy-to-use, yet powerful GNSS workflows, letting the surveyor concentrate on getting the job done. The Survey Office Software provides a complete office suite for data processing and Central cloud computing solution offers a simple to use pathway to data exchange and management. When combined with the most advanced and rugged field data collectors from Spectra Geospatial, SP60 is a very powerful and complete solution.

GNSS CHARACTERISTICS

- 240 GNSS channels
 - GPS L1C/A, L1P(Y), L2P(Y), L2C
 - GLONASS L1C/A, L2C/A, L3
 - BeiDou B1 (phase 2), B2
 - Galileo E1, E5b
 - QZSS L1C/A, L2C, LISAIF
 - SBAS L1C/A
 - L-band
- Support for Trimble RTX[®] real-time correction services
- Patented Z-Blade technology for optimal GNSS performance
 - Full utilization of signals from all 6 GNSS systems (GPS, GLONASS, BeiDou, Galileo, QZSS and SBAS)
 - Enhanced GNSS-centric algorithm: fully-independent GNSS signal tracking and optimal data processing, including GPS-only, GLONASS-only or BeiDou-only solution (autonomous to full RTK)
 - Fast Search engine for quick acquisition and re-acquisition of GNSS signals
- Patented SBAS ranging for using SBAS code & carrier observations and orbits in RTK processing
- Patented Strobe[™] Correlator for reduced GNSS multi-path
- Up to 10 Hz real-time raw data (code & carrier and position output)
- Supported data formats: ATOM, CMR, CMR+, RTCM 2.1, 2.3, 3.0, 3.1 and 3.2 (including MSM), CMRx and sCMRx (rover only)
- NMEA 0183 messages output

REAL-TIME ACCURACY (RMS)⁽¹⁾⁽²⁾

SBAS (WAAS/EGNOS/MSAS/GAGAN)

- Horizontal: < 50 cm
- Vertical: < 85 cm

Real-Time DGPS position

- Horizontal: 25 cm + 1 ppm
- Vertical: 50 cm + 1 ppm

Real-Time Kinematic position (RTK)

- Horizontal: 8 mm + 1 ppm
- Vertical: 15 mm + 1 ppm

GIS accuracy modes

- 30/30
 - Horizontal: 30 cm
 - Vertical: 30 cm
- 7/2 (firmware option needed)
 - Horizontal: 7 cm
 - Vertical: 2 cm

REAL-TIME PERFORMANCE

- Instant-RTK[®] Initialization
 - Typically 2 sec for baselines < 20 km
 - Up to 99.9% reliability
- RTK initialization range: over 40 km

POST-PROCESSING ACCURACY (RMS)⁽¹⁾⁽²⁾

Static & Fast static

- Horizontal: 3 mm + 0.5 ppm
- Vertical: 5 mm + 0.5 ppm

High-Precision Static⁽³⁾

- Horizontal: 3 mm + 0.1 ppm
- Vertical: 3.5 mm + 0.4 ppm

Post-Processed Kinematic (PPK)

- Horizontal: 8 mm + 1 ppm
- Vertical: 15 mm + 1 ppm

DATA LOGGING CHARACTERISTICS

Recording interval

- 0.1 - 999 seconds

PHYSICAL CHARACTERISTICS

Size

- 21 x 21 x 7 cm (8.3 x 8.3 x 2.3 in)

Weight

- 930 g (2.08 lb)

User interface

- Five LEDs for Power, Tracking, Bluetooth, Recording, Radio operations

I/O interface

- RS232 serial link
- USB 2.0/UART and USB OTG
- Bluetooth 2.1 + EDR, Long range: Class 1 (17dbm)

Memory

- 256 MB internal memory NAND Flash
- Over a month of 15 sec. raw GNSS data from 14 satellites

Operation

- RTK rover & base
- RTK network rover: VRS, FKP, MAC
- NTRIP, Direct IP
- Post-processing
- Trimble RTX (satellite and cellular/IP)

Environmental characteristics

- Operating temperature: -40° to +65°C / (-40° to +149°F)⁽⁴⁾
- Storage temperature: -40° to +85°C / (-40° to +185°F)⁽⁵⁾
- Humidity: 100% condensing
- IP67 waterproof, sealed against sand and dust
- Drop: 2m pole drop on concrete
- Shocks: MIL-STD-810 (fig 516.5-10) (01/2000)
- Vibration: MIL-STD-810F (fig 514.5C-17) (01/2000)

Power characteristics

- Li-Ion battery, 7.4 V, 2600 mAh
- Battery life:
 - 10 hrs (GNSS On, UHF Rx Off)
 - 8 hrs (GNSS On, UHF Rx On)
- External DC power: 9-28 V

Standard system components

- SP60 receiver
- Li-Ion battery
- Dual battery charger, power supply and international power cord kit
- Tape measure (3.6 m / 12 ft)
- 7 cm pole extension
- USB to mini-USB cable
- 2 year warranty

Optional system components

- SP60 UHF Kit (410-470 MHz 2W TRx)
- SP60 Field Power Kit
- SP60 Office Power Kit
- Data collectors
 - Ranger 3
 - T4i
 - MobileMapper 50
- Field software
 - Survey Mobile (Android)
 - SSpace control app for 3rd party devices (Android)
 - Survey Pro
 - FAST Survey

- * Accuracy and TTFF specifications may be affected by atmospheric conditions, signal multipath, satellite geometry and correction availability and quality.
- 2 Performance values assume minimum of five satellites following the procedures recommended in the product manual. High multipath areas, high PDCP values and periods of severe atmospheric conditions may degrade performance.
- 3 Long baselines, long occupations, precise ephemeris used
- 4 At very high temperatures UHF module should not be used in the transmitter mode. With UHF transmitter on radiating 2W of RF power the operating temperature is limited to +55°C (+133°F).
- 5 Without batteries. Batteries can be stored up to +70°C.
- 6 Receiver initialization time varies based on GNSS constellation health, level of multipath and proximity to obstructions such as large trees and buildings.

TRIMBLE RTX INITIALIZATION⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾

	Horizontal (RMS)	Initialization	GNSS
CENTERPOINT [®] RTX	<2 cm	<15 mins, <1 min	L1 + L2
FIELDPOINT RTX [™]	10 cm	<15 mins, <1 min	L1 + L2
RANGEPOINT [®] RTX	30 cm	<5 mins	L1 + L2
VIEWPOINT RTX [™]	< 50 cm	< 5 mins	L1

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Please visit www.spectrageospatial.com for the latest product information and to locate your nearest distributor. Specifications and descriptions are subject to change without notice.

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