

KENT COUNTY WATER AUTHORITY  
MATERIAL PURCHASE ONLY  
GPS EQUIPMENT AND SOFTWARE PURCHASE  
INSTRUCTIONS TO BIDDERS

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**ARTICLE 1. QUALIFICATIONS OF BIDDERS**

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- 1.1 The Kent County Water Authority may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Kent County Water Authority all such information and data for this purpose as may be requested. All Bidders shall be prepared to submit to Kent County Water Authority upon request, written evidence of such information and data necessary to make this determination. The Kent County Water Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Kent County Water Authority that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 1.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure Kent County Water Authority that the products will be delivered in accordance with the terms of the purchase orders and the material purchase documents.
- 1.3 In evaluating Bids, Kent County Water Authority will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements and the advertisement for bids. To receive full consideration, the Bidder must submit literature and necessary details, when applicable, on the material or services proposed to be furnished, in order that the Kent County Water Authority may have full information when analyzing the bids.
- 1.4 Kent County Water Authority reserves the right to reject any Bid, or parts thereof, if the evidence submitted by, or the investigation of, such Bidder fails to satisfy Kent County Water Authority that such Bidder is properly qualified to carry out the obligations of the Material Purchase Documents and to complete and supply the equipment contemplated therein.
- 1.5 No bidder may be considered if they are indebted to the Kent County Water Authority for any unresolved issues regarding unpaid invoices issued by the Kent County Water Authority, or services and materials owed to the Kent County Water Authority.

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**ARTICLE 2. COPIES MATERIAL PURCHASE DOCUMENTS**

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- 2.1 Complete sets of Material Purchase Documents shall be used in preparing Bids; Kent County Water Authority assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Material Purchase Documents.
- 2.2 Kent County Water Authority in making copies of Material Purchase Documents available

do so only for the purpose of obtaining Bids on the Materials and do not confer a license or grant for any other use.

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### ARTICLE 3. EXAMINATION OF MATERIAL DOCUMENTS

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- 3.1 Before submitting a Bid, each Bidder must examine the Material Purchase Documents thoroughly, and familiarize them self with Federal, State and local laws, and the Kent County Water Authority Purchasing Regulations.
- 3.2 The submission of a Bid will constitute and incontrovertible representation by the Bidder that he has complied with every requirement of the Material Purchase Documents and they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

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### ARTICLE 4. INTERPRETATIONS

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- 4.1 All questions about the meaning or intent of the Material Purchase Documents shall be received in writing by Kent County Water Authority at the pre-bid conference.
- 4.2 Written clarifications or interpretations will be issued if requested by Addenda not later than four calendar days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via regular mail and emailed to all parties recorded as having received the Material Purchase Documents.
- 4.3 Each Bidder shall be responsible for determining that they have received all Addenda issued.

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### ARTICLE 5. PRE-BID CONFERENCE

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- 5.1 A pre-bid conference will be held as described in the advertisement to bid to discuss project related concerns of these Material Purchase Documents and review the GPS Equipment and Software.
- 5.2 The Pre-Bid conference is NOT mandatory for Bidders.

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### ARTICLE 6. BID FORM

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- 6.1 Each Bid shall be submitted on the Forms contained in the Material Purchase Documents. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made. Failure to do so will constitute an incomplete bid and is grounds for bid rejection.
- 6.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices.

- 6.3 Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum as determined by Kent County Water Authority.
- 6.4 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 6.5 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- 6.6 All names shall be typed or printed below the signature.
- 6.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 6.8 The address to which communications regarding the Bid are to be directed shall be shown.
- 6.9 One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, his address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid).

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#### ARTICLE 7. RECEIPT OF BIDS

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- 7.1 Sealed Bids for Material Purchase will be received at the time and place indicated in the Invitation to Bid.
- 7.2 KCWA may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.
- 7.3 Bidders are cautioned that it is the responsibility of each individual bidder to assure that his bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of the Bid Opening. KCWA is not responsible for bids delayed by mail and/or delivery services, of any nature.

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#### ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

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- 8.1 Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 8.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof)

for the opening of Bids.

- 8.3 Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw his Bid for a period of 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

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## ARTICLE 9. AWARD OF PURCHASE ORDER

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- 9.1 The Purchase Order will be awarded in accordance with the Kent County Water Authority Purchase Regulations to the lowest responsible and eligible Bidder, after negotiations as determined by Kent County Water Authority or their designee. Such a Bidder shall possess the skill, proper material, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, proper material, ability, and integrity necessary to the faithful performance of the Work as well as provide a time of delivery acceptable to the Kent County Water Authority.
- 9.2 The Kent County Water Authority reserves the right to negotiate any and all parts to this Bid with the selected Bidder prior to formalization and issuance of a purchase order.
- 9.3 The Kent County Water Authority reserves the right to award whole or in part as indicated in each of the sub part totals of the bid forms.
- 9.4 KCWA reserves the right to reject any and all Bids, or parts thereof, to waive any and all informalities if it is in KCWA's best interest to do so, and the right to disregard all nonconforming, non responsive, or conditional Bids or portions there of.
- 9.5 A Bid, which includes for any item, a Bid Price that is abnormally low or high, may be rejected as unbalanced.
- 9.6 KCWA reserves the right to reject the Bid of any Bidder that KCWA considers to be unqualified relative to Article 1 above.
- 9.7 If the Purchase Order is to be awarded, KCWA will give the Successful Bidder the original Purchase Order within 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. All bids shall remain open for 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 9.8 Kent County Water Authority may, in its sole discretion award any portion or portions of the selected successful bidders bid. Bidder shall accept the Purchase Order as written for all or portions determined as the lowest responsible bidder by Kent County Water Authority.

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## ARTICLE 10. SALES TAX

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- 10.1 The materials and supplies to be used in the Work are tax-exempt by R. I. State Law, Section 39.16 of the State Code.

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## ARTICLE 11. LAWS AND REGULATIONS

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11.1 The Bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

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## ARTICLE 12. OR EQUAL CLAUSE

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12.1 KCWA has developed the GPS Equipment and Software specifications utilizing all model numbers and options of Trimble. Other GPS Equipment and Software will be considered equal to these specifications if they meet or exceed all standard features of the manufactures model and items as listed under Article 13 below. All bidders who submit "or equal" bid for a different GPS equipment, must provide a complete listing referring to the original article specification number as outlined below in Article 13, cross referencing their particular model number and all items as listed. Failure to do so will cause rejection of the bid by the Kent County Water Authority. It is the responsibility of the bidder who bids different GPS Equipment and Software, not as manufactured by Trimble or subsidiary, to provide the complete outline item review in accordance with Article 13, as it is the bidder's responsibility to prove that the GPS Equipment and Software being provided is equal to the quality manufacture and specific items as required. It is also required to meet this clause that all GPS Equipment and Software is of new manufacture of the latest production model or version year being currently sold on the open market to the public as being the equal model or version provided.

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## ARTICLE 13. GPS EQUIPMENT AND SOFTWARE SPECIFICATIONS

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### 13.1 Handheld Global Navigation Satellite System

#### 13.1.1 Model Trimble Geo 7x (H-Star, FL, NMEA) WEHH 6.5

- Floodlight-enabled decimeter accuracy configuration
- Option of either using Trimble professional field software or third party NMEA based applications
- Unit supplied with Trimble H-Star, Floodlight technology and the NMEA receiver options pre-assigned and pre-activated out-of-the-box
- High productivity decimeter real-time accuracy in the hand
- Windows Embedded Handheld 6.5 operating system provisioned in English
- Starter package to include:
  - Hand Strap Kit
  - LI Battery Pack
  - Geo6000/Geo7 Soft Carry Pouch
  - AC Power Adaptor
  - ScreenGuardz HD 4.2" Screen Protector Kit (2-pack)
  - ID Label Sheet
  - USB Data Cable

- Geo 6000/Geo7 – Stylus Kit

#### 13.1.2 Trimble Geo 7 Rangefinder Mod

- Integrated remote feature location and measurement workflows directly in Trimble field applications
- Laser precision distance measurement to the Geo 7X handheld

#### 13.1.3 Trimble TerraSync Professional Software

- Runs on Trimble integrated GeoExplorer 7x, 6000 or 3000 -series handhelds, Juno series handhelds, Trimble Ranger handheld, the Trimble Recon series handhelds, and Trimble Nomad series handhelds, or a user-supplied field computer running a Microsoft Windows operating system
- Provides Accuracy-Based Logging capability
- Pre-defined pick lists, waypoint navigation, map-centric operation, integrated camera support for Trimble handhelds and graphical status display for effortless GIS data collection
- Seamless GPS control for quality position data
- Transform real-time corrected positions from the correction source datum to WGS84 for standardized logging of positions into the SFF file
- Support real-time positions calculated from GLONASS satellites, in combination with a GLONASS-enabled GPS Pathfinder ProXRT receiver
- Work directly with ESRI Shapefiles
- Compatible with GPS Pathfinder Office software version 5.40 and later and the Trimble GPS Analyst extension for ESRI ArcGIS software version 2.40 and later for efficient data processing, differential correction and two-way data flow from the GIS to the field
- Supports Microsoft Windows Mobile, Windows XP, Windows Vista, and Windows 7 32-bit and 64-bit operating systems
- Minimum 1 year software maintenance

#### 13.1.4 Required Accessories

- SECO 3 Position Aluminum Snap Lock Rover Rod
- SECO Topo shoe with wide base
- Trimble dual frequency Zephyr Model 2 Antenna
- Trimble Geo 7 Range Pole Bracket with quick-release tilt and tilt-adjustment mechanism
- Quantity (2) Trimble Antenna Cables (compatible with Zephyr 2)

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**ARTICLE 14. TIME OF COMPLETION/MATERIAL DELIVERY**

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- 14.1 Delivery of materials shall be within 1 month from the receipt of a purchase order and delivered to the offices of the Kent County Water Authority without additional cost.
- 14.1.2 Bidders shall clearly indicate on the bid package anticipated time of delivery of all GPS Equipment and Software. No extra charges will be allowed for single or partial shipment or services.
- 14.2 All defective material shall be replaced with new material within seven days of notification. Determination of defective material shall be made by representatives of KCWA and the decision shall be final.
- 14.3 All material to be purchased shall be factory new and shipped directly from the factory or local dealer.

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**ARTICLE 15. WARRANTY**

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- 15.1 The bidder shall guarantee and warranty all materials from the manufacturer for a period of one (1) year from the date of delivery to be free from all defects and/or faulty material and shall promptly make all repairs and replacements of defective material without charge. Bidder further warrants that all material is in full conformance with the Material Purchase Documents

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**ARTICLE 16. QUANTITIES**

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- 16.1 The quantities listed on the bid form are estimated for bidding purposes only. The actual Purchase Order will contain actual quantities to be ordered. Kent County Water Authority reserves the right to purchase additional materials over and above the estimated listed quantities and or less than the listed quantities on the bid forms at the prices bid. An increase or decrease in quantity for any item shall not be regarded as grounds for an increase or decrease in bid price.

BID FORM TO  
KENT COUNTY WATER AUTHORITY  
MATERIAL PURCHASE ONLY  
GPS EQUIPMENT AND SOFTWARE PURCHASE

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that he has carefully examined all the Material Purchase Documents and that he has informed himself fully in regard to all conditions pertaining to the Work and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Material Purchase Documents of which this Bid Form is a part.

The undersigned hereby agrees to all items listed in the instructions to bidders and technical specifications and will provide all material as accepted by the KCWA in the Purchase Order to be provided to the lowest respective bidders.

The undersigned acknowledges receipt of addenda numbered:

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KENT COUNTY WATER AUTHORITY  
MATERIAL PURCHASE ONLY  
 GPS EQUIPMENT AND SOFTWARE PURCHASE

Item No.	Estimated Size & Description Quantity	Unit Bid Price Amount	Total
1)	1 ea. Model Trimble Geo 7x (H-Star, FL, NMEA) WEHH 6.5	_____	_____
2)	1 ea. Trimble Geo 7 Rangefinder Mod	_____	_____
3)	1 ea. Trimble TerraSync Professional Software	_____	_____
4)	1 ea. SECO 3 Position Aluminum Snap Lock Rover Rod	_____	_____
5)	1 ea SECO Topo shoe with wide base	_____	_____
6)	1 ea Trimble dual frequency Zephyr Model 2 Antenna	_____	_____
7)	1 ea Trimble Geo 7 Range Pole Bracket	_____	_____
8)	2 ea Trimble Antenna Cables (compatible with Zephyr 2)	_____	_____

Unit Bid Price in Words

"OR EQUAL"

List on the line below or separate sheet, the type model number and manufacture of the "or equal" GPS Equipment and Software being provided (Article 12 applies and cross referenced listing of each item to be attached and made part of this bid. Those submitting latest production model(s) of GPS Equipment and Software must attach dealers/manufactures specifications for comparison)

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Total Bid Items 1 to 8, \$ \_\_\_\_\_

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Total Bid Items 1 to 8 In Words

**Bidder shall indicate number of days to delivery of GPS Equipment and Software from date of purchase order.**

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Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor for delivery and where applicable unloading of materials, materials, overhead, profit, insurance and incidentals required to provide all materials to Kent County Water Authority facilities.

The names and residences of all persons and parties interested in the foregoing Bid and principals are as follows:

(Give first and last names in full.) In the case of a corporation, or partnership, see Article 6 of the Instructions to Bidders.

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Notice of acceptance should be mailed, telegraphed, or delivered to the undersigned Bidder at the following address:

(SEAL)

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

Date: \_\_\_\_\_

Note: If the Bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.