

# INVITATION TO BID



**CITY OF CALLAWAY  
GROUND PENETRATING RADAR (GPR) SYSTEM PURCHASE  
BID NO: PW2021-15**

**ADVERTISED:** The Bay County News Herald, Friday, October 29, 2021

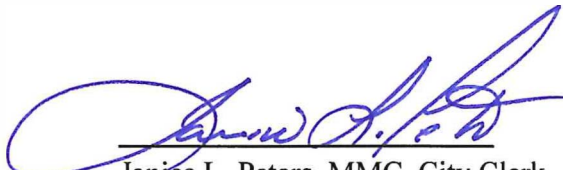
**PREBID MEETING:** N/A

**BID DEADLINE:** 1:00 p.m. Monday, November 15, 2021

**BIDS/PROPOSALS ARE TO BE SUBMITTED TO:**

**CITY OF CALLAWAY  
ATTN: JANICE L. PETERS, CITY CLERK  
6601 EAST HWY. 22  
CALLAWAY, FL 32404**

**ATTACHMENTS:** Notice of Request for Bids/Proposals  
Special Instructions and Conditions  
Minimum Technical Specifications  
Bid Forms (**To be submitted with bid.**):  
Bid/Certification Form  
Sales Tax Exemption Agreement

  
Janice L. Peters, MMC, City Clerk

## INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a BID/Proposal (Quote) to the **CITY OF CALLAWAY** for a **GROUND PENETRATING RADAR (GPR) SYSTEM PURCHASE, BID NO: PW2021-15**, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one **(1) original** and be addressed to:

CITY OF CALLAWAY  
ATTN: CITY CLERK  
6601 EAST HWY. 22  
CALLAWAY, FL 32404

Proposals **must be received** at the address listed above no later than **1:00 p.m. on Monday, November 15, 2021**. Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the Bid number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

### **INTERPRETATION OF SPECIFICATION**

**All questions** pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or fax to the City Clerk as shown below:

Janice L. Peters, MMC, City Clerk  
City of Callaway  
6601 East Hwy. 22  
Callaway, FL 32404  
jlpeters@cityofcallaway.com

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. **In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."** Questions must be submitted as referenced above.

All questions must be received at least five (5) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at [www.cityofcallaway.com](http://www.cityofcallaway.com) and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

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**CITY OF CALLAWAY**  
**SPECIAL INSTRUCTIONS AND CONDITIONS**  
**GPR SYSTEM PURCHASE**  
**BID NO: PW2021-15**

A. **Description:** ( ) See Attached (X) As Follows

Proposals are for an Easy Locator HDR Rev. 2 Ground Penetrating Radar System with Mini Rough Terrain Cart. The proposed system will be configured for the detection of buried utilities, underground storage tanks and other buried obstructions.

B. **Specifications:** (X) See Attached ( ) As follows:

See attached Minimum Technical Specifications

C. **Contract/Agreement Required:** (X) None ( ) As follows:

D. **Items to be submitted with Bid:** ( ) None (X) As follows:

- One (1) original proposal
- Bid/Certification Form(s) with signature page(s).
- Sales Tax Exemption Agreement (signed)

E. **Deadline and place for submission of Bids:**

**1:00 p.m., Monday, November 15, 2021**

**City Hall**

**6601 East Hwy. 22**

**Callaway, FL 32404**

**CITY OF CALLAWAY  
GPR SYSTEM PURCHASE  
BID NO: PW2021-15**

**TECHNICAL SPECIFICATIONS**

THE PROPOSED SYSTEM SHOULD BE CONFIGURED FOR THE DETECTION OF BURIED UTILITIES, UNDERGROUND STORAGE TANKS AND OTHER BURIED OBSTRUCTIONS. THE SPECIFICATIONS FOR THE EASY LOCATOR HDR REV. 2 GROUND PENETRATING RADAR SYSTEM WITH MINI ROUGH TERRAIN CART (RTC) SHOULD BE AS FOLLOWS:

**1 EASY LOCATOR HDR CONTROLLER**

Processor	1.6 GHZ Intel Atom
Display	1024 x 768 mm
Memory	8 GB Compact Flash Memory
Data output resolution	32 Bit
Comms	Ethernet, USB 3.0, RS232 (Serial)
GPS	Integrated Support for Built-in GPS
Power supply	Any External 10-15V DC Source
Internal Charger	
Power consumption	1.3 – 2.0 A
Operating time	5-12 h
Dimensions	430 x 360 x 180 mm, Including Handles
Weight	2.5 kg / 5.5 lbs
Operating temp	-20 °C to +50 °C / 0°F to 120° F
Environmental	IP65

**1 EASY LOCATOR HDR ANTENNA REV. 2**

Technology	Real-time Sampling Technology (HDR)
Antenna Center Freq.	450 MHz
SNR	>191 dB
No. of Bits	>16 Bit
Scans/Second	>770, Time Window 300 ns
Survey Speed	275 [km/h] point distance 10 cm
Time Window	300 ns
Operating Time	12 h (max)
Bandwidth	>129%, fractional, -10 dB
Positioning	Built-in DGPS (SBAS)
Power Supply	Li-Ion 12 V DC Battery
Power Consumption	1.3 A
Acq. Mode	Wheel or Time
Dimensions	43 x 36 x 18 cm / 17" x 14" x 7"
Weight	5.5 kg / 12.1 lbs
Operating Temp	-20 °C to +50 °C / 0 °C to 120° F
Environmental	IP65

**1 BATTERY ADAPTER FOR SHIELDED HDR ANTENNA**

**1 BATTERY GPS MODULE FOR SHIELDED HDR ANTENNA**

**1 ROUGH TERRAIN CART (RTC) MINI INCLUDING ENCODER**

**1 CONTROLLER HOLDER FOR ROUGH TERRAIN CART**

**1 MONITOR POWER CABLE 1.2M**

**1 COMMUNICATIONS CABLE 1.8M FOR EL/GX**

**1 LI-ION BATTERY BAG**

**4 LI-ION BATTERY PACK 12V**

**1 LI-ION BATTERY CHARGER 12V / 110-220V**

**1 VISION COMMUNITY LICENSE**



## **PROPOSAL CHECKLIST**

**CITY OF CALLAWAY  
GPR SYSTEM PURCHASE  
BID NO: PW2021-15**

### **FORMS/ITEMS TO BE RETURNED WITH YOUR PROPOSAL!**

The following forms are to be completed/signed by the Proposer and submitted to the City:

1. One (1) original proposal to include:

- Bid/RFP Certification Form(s)
- Sales Tax Exemption Agreement

**BID/RFP CERTIFICATION FORM**  
**CITY OF CALLAWAY**  
**GPR SYSTEM PURCHASE**  
**BID NO: PW2021-15**

PROPOSERS CERTIFICATION TO THE CITY OF CALLAWAY:

1. The undersigned warrants that: (A) This Proposal is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Proposers, General Instructions and Conditions, Special Instructions and Conditions, Bid/RFP Certification Forms, the Minimum Technical Specifications, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements, each of which has been carefully examined, (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.
  
2. Please check one:  
 Proposer declares that the only person, persons, company, or parties interested in this Proposal are named in the Proposal.  
  
 Proposer, or one or more of Proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if Proposer is selected by the City for the requested services. (Attach a detailed explanation for either.)
  
3. Bid Bond - If the Proposal is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.
  
4. Vendor proposes and agrees to provide all materials, services or equipment required for the City of Callaway **GPR SYSTEM PURCHASE BID NO: PW2021-15**, for the Total Sum(s) as follows: (*Totals must match breakdown of costs for each part on next page.*) Dollar Amount (\$\_\_\_\_\_)  
Written Amount: \_\_\_\_\_
  
5. Number of days from date of purchase that will be required for the delivery of purchase as described herein.  
  
\_\_\_\_\_ (Maximum Calendar Days)
  
6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.



**Basis of Bid**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	EASY LOCATOR HDR CONTROLLER	1	EA		
2	EASY LOCATOR HDR ANTENNA REV. 2	1	EA		
3	BATTERY ADAPTER FOR SHIELDED HDR ANTENNA	1	EA		
4	BATTERY GPS MODULE FOR SHIELDED HDR ANTENNA	1	EA		
5	ROUGH TERRAIN CART (RTC) MINI INCLUDING ENCODER	1	EA		
6	CONTROLLER HOLDER FOR ROUGH TERRAIN CART	1	EA		
7	MONITOR POWER CABLE 1.2M	1	EA		
8	COMMUNICATIONS CABLE 1.8M FOR EL/GX	1	EA		
9	LI-ION BATTERY BAG	1	EA		
10	LI-ION BATTERY PACK 12V	4	EA		
11	LI-ION BATTERY CHARGER 12V / 110-220V	1	EA		
12	VISION COMMUNITY LICENSE	1	EA		
<b>Miscellaneous</b>					
13	Freight to Jobsite	1	EA		
14	Start-up & Training	1	EA		
<b>Total Base Bid Cost</b>					<b>\$_____</b>

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Business structure: ( ) Corporation, ( ) Partnership, ( ) Individual, ( ) Other: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

Name(s) of Partner(s): \_\_\_\_\_

If a Corporation: \_\_\_\_\_

Incorporated in State of: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
(Print)

Affix Corporate Seal  
(If Corporation)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Secretary

By: \_\_\_\_\_  
Print Name

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before  
me by means of  Physical Presence or  
 Online Notarization

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_,  
who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take  
an oath.

\_\_\_\_\_  
[Signature of Notary Public]

\_\_\_\_\_  
[Printed, typed or stamped name of Notary Public]

**NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND  
THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE  
BID.**

**CITY OF CALLAWAY**  
**SALES TAX EXEMPT PURCHASING AGREEMENT**

THIS SALES TAX EXEMPT PURCHASING AGREEMENT made as of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ hereinafter called the “Contractor” and the City of Callaway, Florida, hereinafter called the “Owner.”

RECITALS

1. Contractor and Owner entered a contract dated \_\_\_\_\_, 20\_\_, for Bid No. \_\_\_\_\_, and the performance of the work described therein.
2. Contractor and Owner desire to enter into an arrangement whereby certain purchases under the Contract may be made through the Owner as a means of taking advantage of the Owner’s status of being exempt from sales and use taxes.
3. The Owner is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of tangible property, materials, etc., necessary for the performance of work under construction contracts, provided the Owner determines it is to its best interest to do so, and provided the purchase of such properties, materials, et cetera, are handled in the manner hereinafter described.
4. Should the Owner determine that it is in its best interest to provide the opportunity to eliminate the payments of sales tax for tangible property, materials, etc., to be used in the construction of this project, it will notify the Contractor of its intent to do so.

AGREEMENT

1. The parties intend by this Agreement to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Agreement shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Agreement.
2. The Owner shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor’s bid for the Contract. The Owner reserves the right to require Contractor to assign to the Owner agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the Owner, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$5,000 need not be listed. Contractor’s initial list is attached, incorporated and marked “Exhibit B.” Goods not required for the performance of the Contract shall not be purchased under this Agreement. The Owner reserves the right to delete or add items from this Agreement when it is in the Owner’s best interest.

3. The Owner will be liable for the payment of all purchases properly made hereunder.
4. Contractor shall notify all suppliers not to make sales to the Contractor under this Agreement.
5. For each purchase approved by the Owner to be made under this Agreement, the Contractor shall furnish the Owner, in writing, information sufficient for the Owner to issue to the supplier its Owner purchase order for the requested item, which shall include as an attachment the Owner's Certificate of Exemption. Suppliers will render statements for materials purchased to the Owner in care of the Contractor. After accepting the goods, reviewing and approving the invoices, Contractor will forward the invoices to the Owner's Engineer for approval, processing and delivery to the Owner for payment. Contractor will keep and furnish to the Owner all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Agreement, as the Owner may reasonably require.
6. The Contract provides that Contractor will perform the work under the Contract for a total lump sum of \$ \_\_\_\_\_, as may be amended from time to time as provided in the Contract. Said amount, as amended, due Contractor under the Contract, shall be reduced by the sum of all amounts paid by the Owner for materials and equipment purchased under this Agreement, including any shipping, handling, insurance or other, similar charges paid by the Owner, and all of the savings of sales and use tax on the purchase of such items.
7. The Contractor shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same is if tax were to be paid in the normal manner. Any sales and use tax savings will be effected during the performance of the Contract.
8. Contractor shall immediately notify all subcontractors and material and equipment dealers of the Owner's intent to possibly reduce the construction cost of the project by the purchase of properties, materials, et cetera, in the manner herein described and the Contractor shall not withhold his consent to the arrangement.
9. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the Owner, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the Owner.
10. All sales and use tax savings on the purchase of property, materials, et cetera, shall be credited to the Owner and the amount of the Contract shall be reduced by the full amount of savings which are affected by the omission of payment of sales and use tax.

11. By virtue of its payment of material and equipment invoices, the Owner further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The Contractor shall pay any late penalties caused by their failure to facilitate the processing of invoices within allotted time.
12. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax saving procedures were not implemented.
13. The Contractor as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the Owner pursuant to this Agreement. Further, the Contractor shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the Contractor's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been Contractor-supplied or purchased in the name of the Contractor.
14. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Agreement. Such records shall be open to the Owner or its authorized agent during normal business hours of Contractor.
15. As equitable and legal owner of the materials and equipment purchased under this Agreement, the Owner shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, Contractor shall, at no additional cost to Owner, cause the Owner to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to Owner and Contractor shall provide Owner certificates thereof requiring each insurer to provide the Owner ten (10) days written notice in advance of cancellation or modification of coverage.
16. Contractor shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Agreement, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and accepting the goods; and for unloading, handling and storing the materials until installed. Contractor shall inspect the materials when they arrive at the job site, verify that all necessary documentation accompanies the delivery and conforms with the Owner's purchase order, and forward the invoice to the Owner for payment if the goods are conforming and acceptable. Contractor shall verify that the materials conform to plans and specifications and determine before installation that such materials are not defective. Contractor shall manage and enforce the warranties on all materials and equipment covered by this Agreement. Contractor shall be responsible to the Owner for its failure to fully and timely perform its obligations under this paragraph, and this Agreement generally.

17. Whenever title to the materials and equipment covered by this Agreement passes to the Owner prior to being incorporated into the work, the Contractor's possession of the goods is a bailment until such time as each of such goods is returned to the Owner by being incorporated into the work.
18. The Owner shall not be liable for delays in the work caused by delays in delivery of or defects in the goods covered by this Agreement, nor shall such delays or defects excuse Contractor in whole or in part from its obligation to timely perform the Contract.
19. In the event Contractor objects to the payment of any invoice for goods covered by this Agreement, Contractor shall at no additional cost to the Owner, provide all assistance, records and testimony necessary or convenient for the Owner to resolve the supplier's claim for payment.
20. This Agreement and the authority granted to Contractor hereunder may be revoked by the Owner at any time upon verbal or written notice to Contractor at its offices located at \_\_\_\_\_, during normal business hours.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names as of the date and year first above written.

**CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**OWNER:**

**CITY OF CALLAWAY**

By: \_\_\_\_\_

Eddie Cook, City Manager

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

Attest: \_\_\_\_\_

Janice L. Peters, City Clerk